

COPY



**JOURNAL of the PROCEEDINGS
of the
CITY COUNCIL
of the
CITY of CHICAGO, ILLINOIS**

Regular Meeting—Thursday, November 12, 1981

at 10:00 A.M.

(and Recessed Session Scheduled at 2:00 P.M. - Friday, November 13, 1981)

(Council Chamber--City Hall--Chicago, Illinois)

OFFICIAL RECORD.

JANE M. BYRNE
Mayor

WALTER S. KOZUBOWSKI
City Clerk

Attendance at Meeting.

Present--Honorable Jane M. Byrne, Mayor, and Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Madrzyk, Barden, Streeter, Kellam, Sheahan, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Carothers, Davis, Hagopian, Kuta, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone.

Absent--Aldermen Huels, Burke, Brady, Kelley, Shumpert, Ray, Gabinski.

Call to Order.

On Thursday, November 12, 1981 at 10:00 A.M. (the day and hour appointed for the meeting) Honorable Jane M. Byrne, Mayor, called the City Council to order. Walter S. Kozubowski, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Madrzyk, Barden, Streeter, Kellam, Sheahan, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Carothers, Davis, Hagopian, Kuta, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--43.

Quorum present.

On motion of Alderman Bertrand, it was ordered noted in the Journal that Alderman Ray was absent as a consequence of his hospitalization.

Invocation.

Alderwoman Eloise Barden, 16th Ward, opened the meeting with prayer.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

BUDGET STATEMENT OF HONORABLE JANE M. BYRNE, MAYOR, FOR YEAR 1982.

Honorable Jane M. Byrne, Mayor, presented her budget statement for the year 1982 to the City Council.

Alderman Frost moved that the Mayor's Message be printed in a Special Pamphlet by the City Clerk as an excerpt of the Record of the Journal of the Proceedings of this date for general distribution.

The motion *Prevailed*, by a viva voce vote.

Time Fixed for Public Hearing on Budget Document for Year 1982.

Alderman Frost moved to *Suspend the Rules Temporarily* to permit immediate consideration of a proposed resolution fixing the time for a Public Hearing on the Budget Statement for the Year 1982.

The motion *Prevailed*, by a viva voce vote.

Alderman Frost presented the following proposed resolution:

WHEREAS, Mayor Jane M. Byrne, on Thursday, November 12, 1981, submitted to this Council through the City Clerk, the Executive Budget of the City of Chicago for the fiscal year beginning January 1, 1982, and ending December 31, 1982 (which was filed in the Office of the City Clerk on Friday, November 12, 1981); and

WHEREAS, The Budget Document has been published in a form of pamphlet and said Budget Document is now conveniently available to public inspection in the Office of the City Clerk; and

WHEREAS, It is provided by law that at least one (1) public hearing shall be held by the Corporate Authorities on the Budget Document not less than one (1) week after the publication thereof and prior to final action thereon and that notice of such hearing shall be given by publication in newspapers having general circulation in the City of Chicago at least one week prior to the time of such public hearing; now, therefore,

Be It Resolved, That the public hearing on said Budget Document for the fiscal year beginning January 1, 1982 and ending December 31, 1982, as submitted by the Mayor and as published in a form of pamphlet, be held by the City Council at 11:00 A.M., on Monday, November 30, 1981, in the Council Chamber in the City Hall; and the City Clerk is hereby directed to cause a notice of such public hearing to be published in newspapers having general circulation in the City of Chicago at least one (1) week prior to the time of such public hearing.

On motion of Alderman Frost the foregoing proposed resolution was *Adopted*, unanimously.

Alderman Frost also advised the City Council that a public hearing, pursuant to the Code of Federal Regulations, concerning the planned uses of General Revenue Sharing Funds for Entitlement Period (October 1, 1981 to September 30, 1982) would be held on November 30, 1981 at 1:00 P.M. in the City Council Chamber and informed the City Council that the necessary public notice would be placed in newspapers having general circulation, pursuant to the Federal Regulations.

Recess Taken.

Thereupon Alderman Frost moved that the City Council *do Recess* until 2:00 P.M. Friday, November 13, 1981. The motion to recess *Prevailed* and the City Council *Stood in Recess*.

Reassembling of City Council after Recess.

The City Council reassembled at 2:00 P.M., Friday, November 13, 1981, and Honorable Jane M. Byrne, Mayor, presiding, called the City Council to order.

Daniel J. Burke, Deputy City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone-

Quorum present.

On motion of Alderman Bertrand, it was ordered noted in the Journal that Alderman Ray was absent as a consequence of his hospitalization.

Invocation.

Reverend Milton Brunson, Pastor, Christ Tabernacle Church, opened the meeting with prayer.

Tribute to Late Jerome J. Friedman.

Honorable Jane M. Byrne, Mayor, on behalf of herself and all the Members of the City Council presented the following proposed resolution:

WHEREAS, Jerome J. Friedman died at the age of 75, in his Chicago home on November 8, 1981; and

WHEREAS, Mr. Friedman was an attorney by profession and successfully practiced law in Chicago for 51 years; and

WHEREAS, Mr. Friedman responsibly and ably served the City of Chicago while a member of the Mayor's Commission on Human Relations from 1948 to 1969; and

WHEREAS, Mr. Friedman also served as chairman of the Law and Order Commission on Human Relations from 1949 to 1957 and was a member of the Special Housing and Public Accommodations Commission in the 1960's; and

WHEREAS, Mr. Friedman was active in civic and Jewish organizations, including B'nai B'rith and the Anti Defamation League; now, therefore,

Be It Resolved, That the Mayor and Members of the City Council of the City of Chicago, in meeting assembled this 10th day of November, 1981, offer their sympathy and prayers to the family of Jerome J. Friedman;

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Jerome J. Friedman.

Alderman Kelley moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Kelley the foregoing proposed resolution was *Adopted*, unanimously, by a rising vote.

Referred--PROPOSED ORDINANCE TO AMEND CHAPTER 14 OF MUNICIPAL
CODE CONCERNING PARKING FEE INCREASE IN
CITY OWNED PARKING FACILITIES.

Honorable Jane M. Byrne, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 13, 1981.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN--At the request of the Commissioner of Streets and Sanitation, I transmit herewith an ordinance, pursuant to Chapter 14, Section 14-3 of the Municipal Code of Chicago, increasing the schedule of rates for parking fees in all City-owned parking facilities.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) JANE M. BYRNE,

Mayor.

Referred--PROPOSED ORDINANCE TO CREATE NEW CHAPTER 113.1 OF
MUNICIPAL CODE CONCERNING CABLE TELEVISION.

Honorable Jane M. Byrne, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 13, 1981.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN--At the request of the Mayor's Committee on Cable Television, I transmit herewith an ordinance adding a new Chapter 113.1 to the Municipal Code of the City of Chicago.

This ordinance will provide for the franchising and regulation of cable television systems within the City of Chicago.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) JANE M. BYRNE,

Mayor.

CITY COUNCIL INFORMED AS TO MISCELLANEOUS DOCUMENTS
FILED OR RECEIVED IN CITY CLERK'S OFFICE.

Walter S. Kozubowski, City Clerk, informed the City Council that documents have been filed or received in his office, relating to the respective subjects designated as follows:

Proclamations.

Proclamations of Honorable Jane M. Byrne, Mayor, designating times for special observances as follows:

"VOICE OF DEMOCRACY WEEK IN CHICAGO":

November 30 - December 7, 1981;

"CHICAGO SCULPTURE DAY IN CHICAGO":

November 8, 1981;

"GREAT FAME UP SYSTEMS DAY IN CHICAGO":

December 10, 1981;

"PEACE MUSEUM DAY IN CHICAGO":

November 15, 1981;

"JOHN SMITH DAY IN CHICAGO":

November 7, 1981;

"THE CHICAGO PUBLIC LIBRARY ADULT READING IMPROVEMENT WEEK IN CHICAGO":

November 16 - 22, 1981;

"BLACK WOMAN HALL OF FAME FOUNDATION, INC. 1981 WOMEN OF THE YEAR DAY IN CHICAGO":
November 15, 1981;

"JET AMERICA AIRLINES, INC. DAY IN CHICAGO":
November 16, 1981;

"THAI AMERICAN DAY IN CHICAGO":
November 15, 1981.

*State Approval of Ordinance for Traffic-Control Signals at
S. Wood St. and W. 103rd St. Etc.*

Also a communication from Sigmund C. Ziejewski, District Engineer, dated November 5, 1981, announcing that the Department of Transportation of the State of Illinois has approved the ordinance passed by the City Council on July 20, 1981, decreasing funds for installation of Traffic-Control Signals at S. Wood Street and W. 103rd Street and to close out project.

CITY COUNCIL INFORMED AS TO PUBLICATION OF ORDINANCES.

Pamphlet Publication of Ordinances.

The City Clerk informed the City Council that all those ordinances which were passed by the City Council on November 4, 1981, and which were required by statute to be published in book or pamphlet form in one or more newspapers, were published in pamphlet form on November 9, 1981, by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on November 4, 1981 [published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947], which printed pamphlet copies were delivered to the City Clerk on November 9, 1981.

The City Clerk also informed the City Council that all those ordinances which were passed by the City Council on November 10, 1981, and which were required by statute to be published in book or pamphlet form in one or more newspapers, were published in pamphlet form on November 12, 1981, by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on November 10, 1981 [published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947], which printed pamphlet copies were delivered to the City Clerk on November 12, 1981.

*Filing of Certified Copies of Ordinances with County Clerks of
Cook and Du Page Counties.*

The City Clerk further informed the City Council that he filed with the County Clerks of Cook and Du Page Counties ordinances passed by the City Council on October 6, 1981:

Taxes Levied for School Purposes of Board of Education for Fiscal Year being the months of September 1, 1981 through August 31, 1982;

Authority granted for Levy of Additional and Supplemental Taxes for Teachers' Pension and Retirement Fund for Fiscal Year 1980-1981.

Filed with the County Clerks of Cook and Du Page Counties on November 5, 1981.

MISCELLANEOUS COMMUNICATIONS, REPORTS, ETC. REQUIRING COUNCIL
ACTION (TRANSMITTED TO CITY COUNCIL BY CITY CLERK).

The City Clerk transmitted communications, reports, etc. relating to the respective subjects listed below, which were acted upon by the City Council in each case in the manner noted, as follows:

Executive Budget for Year 1982.

The Executive Budget for the Year 1982, submitted to the City Council by Honorable Jane M. Byrne, Mayor, filed in the Office of the City Clerk on November 12, 1981.--*Referred to the Committee on Finance.*

*Certification as to Amount of City's Contribution to Laborers'
and Retirement Board Employees' Annuity and Benefit Fund.*

Also a communication from James Capasso, Jr., Secretary, Laborers' and Retirement Board Employees' Annuity and Benefit Fund of Chicago, addressed to the City Clerk, transmitting a certified copy of a resolution adopted by the Board as to the amount of the City's Contribution to the Fund for the Year 1982.--*Referred to the Committee on Finance.*

Zoning Reclassification of Particular Area.

Also an application (in triplicate) together with the proposed ordinance for amendment of the Chicago Zoning Ordinance, as amended, for the purpose of reclassifying a particular area, which was *Referred to the Committee on Buildings and Zoning*, as follows:

Wacker Hotel Limited Partnership--to classify as a Residential Planned Development instead of a B7-5 General Central Business District the area shown on Map No. 1-F, bounded by

W. Huron Street; N. Clark Street; a line 66 feet south of and parallel to W. Huron Street; and the alley next west of and parallel to N. Clark Street.

Claims against City of Chicago.

Also claims against the City of Chicago, which were *Referred to the Committee on Finance*, filed by the following:

A & G Produce, Aetna Life and Casualty and Jean Sacks, Allstate (2) Guillermo Contreras and Ann Dempsey;

Brewer Alvin;

Duke's James Sr.;

Economy Fire & Casualty and Phillip and Felicia Spencer;

Felker Naomi Madden;

Gabryel Leopold, Grace Colleen, Green Sol;

Harris Brenda Joyce;

Illinois Bell Telephone;

Jacquet Earle, Jankowiak Frances, Jordan Mazie E.;

Lennie Roberty J., LoCelso Joseph A.;

Ohringer Jack;

Parra Joseph V., Pistolarides Paul;

Reed Lorie, Riley Patrick E., Risby Joseph C.;

Serio Peter, Solvava Gina, State Farm Insurance (2) Arthur Singleton and Carol Stoll, Stepp Mable;

Washington Sue B., Williams Kandice;

Yellow Cab Company.

Certification as to Amount of Assessments for New Street Improvement Program at Specified Locations.

Also communications from John L. Donovan, Commissioner of Streets and Sanitation, addressed to the City Clerk under date of November 9, 1981, transmitting certified copies of amounts of assessments for new Street Improvement Programs in accordance with Chapter 200.4-4 of the Municipal Code.--Place on File.

Settlements of Suits with Entries of Judgments against City.

Also reports from the Corporation Counsel (filed in the Office of the City Clerk on November 9, 1981) addressed to the City Council (signed by Timothy D. O'Hara, Assistant Corporation Counsel) as to suits against the City of Chicago in which settlements were made and judgments entered as of the periods ended August, 1981.--Referred to the Committee on Finance.

Recommendation of Comm. on Chicago Historical and Architectural Landmarks that the Jewelers' Building be Designated as a "Chicago Landmark".

Also a communication from William M. McLanahan, Director, Commission on Chicago Historical and Architectural Landmarks, under date of November 5, 1981, transmitting the recommendation that the Jewelers' Building be designated as a "Chicago Landmark".--Referred to the Committee on Cultural Development and Historical Landmark Preservation.

REPORTS OF COMMITTEES.

Committee reports were submitted as indicated below. No request under the statute was made by any two aldermen present to defer any of said reports for final action thereon, to the next regular meeting of the Council, except where otherwise indicated.

COMMITTEE ON FINANCE.

Filing of Grant Application Authorized with U.S. Dept. of Health and Human Services for 1981-1982 Head Start Program Funds.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, The Municipal Code of the City of Chicago has designated the Commissioner of the Department of Human Services and the Department of Human Services to exercise the duties to plan, initiate, supervise and coordinate programs, with or without Federal or State assistance, which provide expanded opportunity, assistance, counseling or other related guidance and development services for residents with special emphasis on the needs, aspirations and welfare of youth and the family; and

WHEREAS, One of said programs described as the Head Start Program, is funded through the Department of Health and Human Services of the United States and conceived and planned to assist in fulfilling the needs, aspirations and welfare of the youth and families of the City of Chicago; and

WHEREAS, The City Wide Head Start Policy Council has reviewed and approved a 1981-1982 Head Start Program and Budget for submission to the Department of Health and Human Services and seeks funding from the Department of Health and Human Services in the amount of \$23,337,682 for the 1981-1982 Program Year; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of the Department of Human Services is hereby authorized to make application to the Department of Health and Human Services for a Head Start Grant for the 1981-1982 Program Year in the amount of \$23,337,682.

SECTION 2. That the Commissioner of the Department of Human Services is hereby authorized to execute documentation and supply assurances, data and any other supportive information necessary and required by the Department of Health and Human Services to assist it in the consideration of the Grant Application.

SECTION 3. That the Commissioner of the Department of Human Services, as the authorized applicant for this grant, is hereby authorized to accept on behalf of the City of Chicago and the Department of Human Services any grant which the Department of Health and Human Services may authorize pursuant to the application.

SECTION 4. This ordinance shall become effective immediately upon its passage.

On motion of Alderman Frost the foregoing proposed ordinance was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Barnett, Evans, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--43.

Nays--None.

**Authority Granted for Issuance of \$5,500,000 Industrial
Development Revenue Bond, Series 1981 (John O. Butler
Company Project).**

The Committee on Finance submitted a report (referred on November 4, 1981) recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize the issuance of \$5,500,000 Industrial Development Revenue Bond, Series 1981, in order to finance the acquisition, construction and remodeling of a facility for the manufacture and packaging of dental products for the John O. Butler Company.

On the motion of Alderman Frost the said proposed ordinance was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Barnett, Evans, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--43.

Nays--None.

The following is said ordinance as passed:

WHEREAS, The City of Chicago, Illinois (the "Issuer"), is a municipal corporation and home rule unit of government duly organized and validly existing under the Constitution and laws of the State of Illinois, and is authorized and empowered by the provisions of Article VII, Section 6, of the 1970 Constitution of the State of Illinois (the "Article") to finance "industrial development projects" within the meaning of Chapter 15.2 of the Municipal Code of the City of Chicago (the "IDB Code Provisions"); and

WHEREAS, The Issuer is further authorized by the Article and the IDB Code Provisions to issue its revenue bonds payable solely from the revenues and receipts derived from such projects, and secured by a pledge of said revenues and receipts and by a mortgage on, and security interest in, such projects, all in compliance with the IDB Code Provisions, which require that such revenue bonds shall have a lien on the revenues and receipts derived from such projects; and

WHEREAS, The Issuer proposes to issue and sell its \$5,500,000 principal amount Industrial Development Revenue Bond (John O. Butler Company Project), Series 1981 (the "Series 1981 Bond"), in order to finance a portion of the cost of the acquisition, construction, remodeling, rehabilitation, repair and equipping of a facility for manufacture and packaging of dental products (the "Project"), and said Series 1981 Bond will be issued under, secured by and contain such terms and provisions as are set forth in this ordinance (the "Bond Ordinance"); and all of the proceeds derived from the sale of the Series 1981 Bond are to be deposited with American National Bank and Trust Company of Chicago, Chicago, Illinois, as agent for the Issuer (the "Fiscal Agent"), pursuant to a certain Fiscal Agent Agreement, dated as of November 1, 1981, by and between the Fiscal Agent and the Issuer, and disbursed (i) for the payment of certain of the costs incurred in connection with the acquisition, construction, remodeling, rehabilitation, repair and equipping of the Project, and (ii) for such other purposes as are set forth herein; and

WHEREAS, The Borrower has represented that the cost of the Project will not be less than \$5,500,000, and that in order to finance a portion of said cost it is necessary and advisable that the provisions be made for the issuance, sale and delivery of the Series 1981 Bond in the principal amount of \$5,500,000, all as authorized and permitted by the Article and the IDB Code Provisions; and

WHEREAS, As a result of negotiations between the Issuer and John O. Butler Company, a Delaware corporation (the "Borrower"), wherein the Borrower has represented that contracts have been or will be entered into by the Borrower for the acquisition, construction, remodeling, rehabilitation, repair and equipping of the Project, which Project is to be owned by the Borrower and located wholly within the corporate boundaries of the Issuer, it is proposed that the Issuer enter into a certain Loan Agreement, dated as of November 1, 1981, with the Borrower pursuant to which the Issuer will lend to the Borrower all of the proceeds derived from the sale of the series 1981 Bond, constituting a sum represented by the Borrower to be sufficient, together with other moneys of the Borrower, to complete the Project and otherwise accomplish the purposes of this Bond Ordinance and the IDB Code Provisions, to wit: to encourage the development, growth and expansion of business, industry and commerce in the Issuer; to create a favorable climate for new and improved job opportunities for residents of the Issuer; to eliminate and ease persistent unemployment among residents of the Issuer; and to promote, attract, stimulate and revitalize business, industry and commerce in the Issuer; and

WHEREAS, The Borrower has represented that the Project will accomplish the purposes cited above, thereby complying with the enablement in the Article and the terms of the IDB Code Provisions, and thereby fulfilling the purpose of the IDB Code Provisions and this Bond Ordinance; and

WHEREAS, The Issuer proposes to sell the Series 1981 Bond upon a negotiated basis to American National Bank and Trust Company of Chicago, Chicago, Illinois (the "Bond Purchaser"); and

WHEREAS, The Borrower has caused to be prepared for the Issuer, and the Issuer has caused to be presented to this meeting, forms of the following instruments, each of which the Issuer now proposes to enter into:

1. The loan Agreement, dated as of November 1, 1981, by and between the Issuer, as lender, and the Borrower, as borrower (attached hereto as Exhibit A),
2. The Home Office Payments Agreement, dated as of November 1, 1981, by and between the Issuer and the Bond Purchaser (attached hereto as Exhibit B),
3. The Pledge and Assignment, dated as of November 1, 1981, from the Issuer, as assignor, to the Owners of the Bonds, as assignees (attached hereto as Exhibit C),
4. The Fiscal Agent Agreement, dated as of November 1, 1981, by and between the Issuer, as principal, and the Fiscal Agent, as agent for the Issuer (attached hereto as Exhibit D); and

WHEREAS, It appears that the instruments above referred to are in appropriate form to be executed and delivered by the Issuer for the purpose intended; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. *Definitions.* All defined terms used in this Bond Ordinance shall have the meanings specified in Article I of the Loan Agreement (except as herein otherwise expressly provided, or unless the context clearly requires otherwise).

SECTION 2. *Authority to Acquire, Construct, Remodel, Repair, Rehabilitate and Equip the Project.* Based upon representation made by the Borrower to the Issuer, the Issuer hereby determines that the Cost of the Project will not be less than \$5,500,000; that the location of the Project within the corporate boundaries of the Issuer will promote the purposes of this Bond Ordinance and the IDB Code Provisions; that the financing of the acquisition, construction, remodeling, repair, rehabilitation and equipping of the Project by the Issuer through a loan of the proceeds derived from the sale of the Series 1981 Bond to the Borrower is in the public interest and in furtherance of the purposes of this Bond Ordinance and the IDB Code Provisions; and that such financing is authorized by the Article, the IDB Code Provisions and this Bond Ordinance. It is hereby found and declared that the financing of the Cost of the Project, and the use of the Project by the Borrower, is necessary to accomplish the purposes of this Bond Ordinance and the IDB Code Provisions.

SECTION 3. *Authorization of the Series 1981 Bond; Security for the Bonds.* For the purpose of providing funds to finance the Cost of the Project, there shall be issued, and is hereby authorized and directed to be issued, the series 1981 Bond of the Issuer. The Series 1981 Bond shall contain such terms and provisions as are set forth in Section 4 of this Bond Ordinance, and shall be in substantially the form contained in Section 10 of this Bond Ordinance.

The principal of, premium, if any, and interest on the Bonds shall be secured by and payable solely from the revenues and receipts derived from the Instruments (but excluding moneys derived by the Issuer from the Instruments pursuant to those of its Unassigned Rights not specifically pledged thereto), and not from any other fund or source of the Issuer. The Bonds shall be issued in compliance with, and under authority of, the provisions of the Article, the IDB Code Provisions and this Bond Ordinance. The Issuer hereby pledges the revenues and receipts derived by it from the Instruments (but excluding amounts derived by it pursuant to those of its Unassigned Rights pertaining to being held harmless, being reimbursed for expenses and being indemnified) to the payment of the principal of, premium, if any, and interest on the Bonds.

The Bonds shall be limited obligations of the Issuer, the principal of, premium, if any, and interest on which shall be payable solely from the sources specified in, and be secured as provided by, this Bond Ordinance, the IDB Code Provisions and the Instruments. No Owner of any Bond issued under this Bond Ordinance, and pursuant to the IDB Code provisions, shall have any right to compel any exercise of the taxing power of the Issuer to pay the Bonds, the interest thereon, or the premium, if any, thereon. The Bonds shall not constitute an indebtedness of the Issuer, or a loan of credit thereof within the meaning of any constitutional or statutory provision. Each Bond issued pursuant to this Bond Ordinance shall state that it is being issued pursuant hereto, and under and pursuant to the IDB Code Provisions, and that it does not constitute an indebtedness or a loan of credit of the Issuer within the meaning of any constitutional or statutory provisions.

Any payments on any Bond made to the Owner thereof, or to any duly authorized representative of said Owner, by the Borrower or the Issuer, or its agent (which may be the Fiscal Agent), or for the account of the Borrower or the Issuer, shall, for all purposes and in every respect, be deemed a payment of the Bonds, and such payments shall be applied in accordance with the provisions of this Bond Ordinance and the Instruments.

Nothing herein or in the Instruments shall be construed to create an obligation or commitment by the Issuer to expend any of its funds other than (i) the proceeds derived from the sale of the Bonds, (ii) certain of the revenues and receipts to be received by the Issuer, or by any Person on the Issuer's behalf, from or pursuant hereto or to the Instruments, (iii) any proceeds accruing to the Issuer, or to any Person on the Issuer's behalf, from insurance on the Project, (iv) any moneys accruing to the Issuer, or to any Person on the Issuer's behalf, on account of any taking or condemnation of title to (or sale by the Borrower under threat of condemnation of) the whole or any part of the Project, and (v) any moneys arising out of the investment or reinvestment of said proceeds, incomes, rents, revenues, receipts or other moneys.

It is hereby found, determined and declared by the Issuer that the aggregate amount payable in each year by the Borrower under the Loan Agreement is the amount necessary in such year to pay the principal of, premium, if any, and interest on the Bonds; and that the obligations undertaken by the Borrower in the Instruments are sufficient to satisfy the obligations required to be undertaken by the user of an "Industrial Development Project" under the IDB Code Provisions.

SECTION 4. *Description and Details of the Series 1981 Bond.* The Series 1981 Bond shall be issued in fully registered form, without coupons, in the denomination of \$5,500,000 and in the name of the Bond Purchaser, shall be numbered R-1, and shall be dated the date of its delivery.

The principal of the Series 1981 shall be payable, in one hundred and eighty (180) equal monthly installments, each in the amount of \$30,555.56, on the first day of each month, commencing January 1, 1982, and ending on December 1, 1996.

The Series 1981 Bond shall bear interest (based for actual days elapsed, on a 360 day year consisting of 12 months of 30 days each) on the unpaid principal balance thereof, as of the date of calculation, at a rate of interest per annum computed on the first day of each month equal to 65% of the prime (or equivalent) rate of interest then announced and/or published by American National Bank and Trust Company of Chicago, Chicago, Illinois (the "Prime Rate"). Interest on the Series 1981 Bond shall be payable on the first day of each month until the maturity or earlier payment thereof, commencing on January 1, 1982. Other than upon the occurrence of an "Event of Taxability" (as defined in Section 7.3 of the Loan Agreement), the rate of interest borne by the Series 1981 Bond shall not exceed 13% per annum nor be less than 10% per annum.

The Bond Purchaser may enter into the Home Office Payments Agreement with the Issuer providing for the Bond Purchaser to make appropriate endorsements on the Series 1981 Bond for payments and prepayments of the principal of and interest on the Series 1981 Bond. Pursuant to the Home Office Payments Agreement, upon payment or repayment of the principal of and interest on the Series 1981 Bond, the Bond Purchaser shall note such payment on the Schedule of Payments attached thereto and made a part thereof. The principal of the Series 1981 Bond, and any interest accruing thereon, shall be payable in lawful money of the United States of America at the principal office of the Bond Purchaser in the City of Chicago, Illinois, by 10 a.m. on the payment date by certified or registered mail, postage prepaid, sent to said office on the payment date, by interfund transfer, by immediately available funds bank wire transfer or by such other means as are acceptable to the Bond Purchaser.

Should there occur a "Determination of Taxability" (as defined in Section 7.3 of the Loan Agreement), the Series 1981 Bond shall be due and payable on the next payment date for which notice can be given under Section 7 hereof, subject to those rights granted the Borrower in Section 7.3 of the Loan Agreement to contest such a Determination; and the Bond Purchaser shall be entitled to receive, in addition to the principal amount of the Series 1981 Bond, and to the extent permitted by law, (i) an amount necessary so that the interest received by the Bond Purchaser on the Series 1981 Bond for the period between the "Event of Taxability" (as defined in Section 7.3 of the Loan Agreement) and the date of the payment of the Series 1981 Bond shall, giving due credit for amounts actually paid, equal the interest the Bond Purchaser would have received had the series 1981 Bond borne interest at a rate, determined monthly for such period in the same manner as was employed in computing the interest actually paid, computed at two percent (2%) in excess of the Prime Rate for such period, plus (ii) an amount equal to any penalties or interest which the Bond Purchaser was required to pay as a result of interest on the Series 1981 Bond being deemed taxable.

The Series 1981 Bond shall be due and payable on the next payment date for which notice can be given under Section 7 hereof in the event that (a) all or substantially all of the assets of the Borrower are sold, other than as permitted by Section 5.2 of the Loan Agreement; or (b) the owners of a majority in aggregate principal amount of the stock of the Borrower as of the date of the execution of the Loan Agreement shall no longer own at least 51% of the stock of the Borrower.

The Series 1981 Bond shall not be sold, assigned or transferred by the Bond Purchaser. The Bond Purchaser may, however, should it comply with all applicable laws and regulations (including, but not limited to, the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended), sell participations in the series 1981 Bond as it may, on the advice of Independent Counsel, deem desirable. All Bonds other than the Series 1981 Bond shall not be sold, assigned or transferred by the original Owners thereof. The Owners of such other Bonds may, however, should they comply with all applicable laws and regulations (including, but not limited to, the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended), sell participations in such Bonds as they may, on the advice of Independent Counsel, deem desirable.

The rights of the Bond Purchaser under this Section shall survive the termination of this Bond Ordinance and the Instruments.

SECTION 5. Prepayment. The series 1981 Bond shall be subject to prepayment, in whole or in part, on any payment date for which notice can be given under Section 7 hereof (but only in integral multiples of \$30,555.56), by the Issuer at the option of the Borrower; and shall be subject to prepayment in whole, but not in part, by the Issuer at the option of the Bond Purchaser on the fifth anniversary date of the delivery of the Series 1981 Bond to the Bond Purchaser, and also on the tenth anniversary date of the delivery of the Series 1981 Bond to the Bond Purchaser. The Series 1981 Bond shall be subject to prepayment in whole, but not in part, by the Issuer at the option of the Owners of a majority in aggregate principal amount of the Bonds, on any payment date for which notice can be given, upon the occurrence and subsistence

of an event of default under Section 6.1 of the Loan Agreement, where such Owners have accelerated the loan thereunder pursuant to Section 6.2 thereof. In any case, prepayment of the Series 1981 Bond shall only be made after the giving of the notice specified in Section 7 of this Bond Ordinance. Prepayments hereunder shall be at an amount equal to the sum of the following:

(1) an amount of money which will be sufficient to prepay all, or the appropriate portion, of the principal of the Series 1981 Bond to be prepaid, including, without limitation, all interest to accrue to the prepayment date, and the expenses incurred or to be incurred in connection with the prepayment of the Bonds; and

(2) an amount of money equal to the fees, charges and expenses, if any, of the Issuer, the Fiscal Agent and the Bond Purchaser accrued and to accrue to the prepayment date; and

(3) an amount of money sufficient to discharge all, or a pro rata share, of the other liabilities of the Borrower accrued and to accrue to the prepayment date hereunder and under the Instruments.

In addition, the Series 1981 Bond shall be due and payable, in whole or in part, on the next payment date for which notice can be given under Section 7 hereof from (a) any Excess Proceeds resulting from insurance awards, condemnation awards or sales under threat of condemnation, (b) from any "Surplus Construction Fund Moneys," as defined in Section 3.3 of the Loan Agreement and (c) from any other moneys required by the Loan Agreement to be treated, for prepayment purposes, in the same manner as Surplus Construction Fund Moneys or Excess Proceeds.

Prepayment in whole of the Series 1981 Bond shall be deemed to extinguish the debt of the Issuer evidenced thereby. Prepayment in part of the Series 1981 Bond shall be applied to the extinguishment of such portion of the debt of the Issuer evidenced thereby as is prepaid. Prepayments in part of the Series 1981 Bond shall be applied in inverse chronological order of their due dates; provided that in the event of a prepayment of the Series 1981 Bond from Excess Proceeds, "Surplus Construction Fund Moneys" (as defined in Section 3.3 of the Loan Agreement) or other surplus amounts required to be treated, under the Loan Agreement, in the same manner as Surplus Construction Fund Moneys or Excess Proceeds, prepayment shall be made in inverse chronological order to the extent of the largest integral multiple of \$30,555.56, with any balance being applied in chronological order as a credit against the next monthly payment due. Each prepayment shall be valid upon payment of the amount thereof to the Bond Purchaser, and the Issuer shall be fully released and discharged from all liability to the extent of such prepayment, irrespective of whether such payment shall be endorsed upon the Series 1981 Bond by the Bond Purchaser pursuant to the Home Office Payments Agreement, and irrespective of any error or omission in such endorsement.

Notice having been given in the manner provided in Section 7 hereof, the Series 1981 Bond or the principal portions thereof so called for prepayment shall become due and payable on the dates so designated. The Series 1981 Bond shall continue to bear interest until paid or prepaid.

Should the Series 1981 Bond be prepaid in whole, it shall be cancelled by the Bond Purchaser and delivered to the Borrower.

SECTION 6. *Persons Treated as Owners.* The person in whose name any Bond shall be registered with the Issuer and the Borrower in the manner for notices provided in Section 9.1 of the Loan Agreement shall be deemed and regarded as the absolute Owner thereof for all purposes, and payment of or on account of the principal of, premium, if any, and interest on any such Bond shall be made only to or upon the order of the Owner thereof, or his duly authorized legal representative, and neither the Issuer nor the Borrower shall be affected by any notice to the contrary. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

SECTION 7. *Notice of Prepayment.* Notice of any prepayment, whether optional or required, shall be given in the name of the Issuer by the party requesting such prepayment in the manner required for the giving of notice under the Loan Agreement, as specified in Section 9.1 thereof. Each such notice shall be mailed by certified or registered mail, postage prepaid, return receipt requested no more than forty-six (46) days and not less than fifteen (15) days prior to the date fixed for prepayment, and shall specify the amount to be prepaid, and the series and numbers of the Bonds to be prepaid, unless the giving of such notice is waived in writing by the Owners of all of the Bonds to be prepaid. Unless a Home Office Payments Agreement shall have been entered into, each such notice shall further state that to be prepaid to the Issuer. Notice of any prepayment as herein provided shall be given by the party requesting such prepayment to the Issuer, the Borrower and the Owners of the Bonds, as appropriate.

SECTION 8. *Mutilated, Lost, Stolen or Destroyed Bonds.* In the event any Bond is mutilated, lost, stolen or destroyed, the Issuer shall execute and deliver a replacement Bond of like date, series, maturity and denomination as that mutilated, lost, stolen or destroyed; provided that in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Issuer, to whom proof of ownership of such mutilated Bond shall also be made; provided further that in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Issuer evidence of such loss, theft or destruction satisfactory to the Issuer, to whom proof of ownership of such lost, stolen or destroyed Bond shall also be made; provided further that in the case of any mutilated, lost, stolen or destroyed Bond, the Issuer and the Borrower shall be provided with indemnity reasonably satisfactory to the Issuer and the Borrower. In the event that any such Bond shall have matured, instead of issuing a replacement Bond the Issuer may pay the same or cause the same to be paid without surrender thereof. The Issuer may charge the Owner of such Bond with the Issuer's reasonable fees and expenses in connection therewith. All Bonds issued in replacement of any mutilated, lost, stolen or destroyed Bond pursuant to the provisions of this Section shall bear an endorsement in substantially the following form: "This Bond has been issued to replace a mutilated, lost, stolen or destroyed bond numbered _____ and dated _____, 19____."

SECTION 9. *Method of Execution of Bonds.* The Bonds shall be executed for and on behalf of the Issuer by the manual or facsimile signature of its Mayor, and attested to by the manual signature of its City Clerk, with the seal of the Issuer impressed or reproduced thereon.

SECTION 10. *Form of the Series 1981 Bond.* The Series 1981 Bond shall be in substantially the following form:

(Form of Series 1981 Bond)

United States of America
State of Illinois
City of Chicago

Industrial Development Revenue Bond
(John O. Butler Company Project),
Series 1981

Number R-1

\$5,500,000

Know All Men By These Presents that the City of Chicago, Illinois, an Illinois municipal corporation and home rule unit of government duly organized and validly existing under the Constitution and laws of the State of Illinois (the "Issuer"), for value received promises to pay, but only from the sources and as hereinafter provided, to American National Bank and Trust Company of Chicago, or registered assigns, the principal sum of Five Million Five Hundred Thousand Dollars (\$5,500,000), payable in installments in the amounts and at the times specified in the Schedule of Payments attached hereto, and in like manner to pay interest (based, for actual days elapsed, on a 360 day year consisting of 12 months of 30 days each) on the unpaid portion hereof as of the date of calculation at a rate of interest per annum computed on the first day of each month equal to 65% of the prime (or equivalent) rate of interest then announced

and/or published by American National Bank and Trust Company of Chicago, Chicago, Illinois (the "Prime Rate"). Interest on this Series 1981 Bond shall be payable on the first day of each month until the maturity or earlier payment hereof. Other than upon the occurrence of an "Event of Taxability" (as defined in Section 7.3 of the hereinafter defined Loan Agreement), the rate of interest on this Series 1981 Bond shall not exceed 13% per annum nor be less than 10% per annum.

Should there occur a "Determination of Taxability" (as defined in Section 7.3 of the hereinafter defined Loan Agreement) this Series 1981 Bond shall be due and payable on the next payment date for which notice can be given, subject only to those rights granted the hereinafter defined Borrower under the hereinafter defined Loan Agreement, and, in addition, the owner hereof shall be entitled to receive, in addition to the principal amount hereof, and to the extent permitted by law, (i) an amount necessary so that the interest received by said owner on this Series 1981 Bond for the period between the Event of Taxability and the date of payment hereof shall, giving due credit for amounts actually received, equal the interest the owner of this Series 1981 Bond would have received had this Series 1981 Bond borne interest at a rate, determined monthly for such period in the same manner as was employed in computing the interest actually paid, computed at two percent (2%) in excess of the Prime Rate for such period, plus (ii) an amount equal to any penalties or interest which said owner was required to pay as a result of interest on this Series 1981 Bond being deemed taxable.

Principal of and interest on this Series 1981 Bond are payable in lawful money of the United States of America at the address of the registered owner hereof provided to the Issuer and the Borrower, as hereinafter defined. In the event that the Issuer shall fail to make, or cause to be made, any of the payments required herein to be made, the item or installment so in default shall continue as an obligation of the Issuer until the amount in default shall have been fully paid, and the Issuer agrees to pay the same, or to cause the same to be paid, on demand, with interest thereon at the highest rate of interest borne by this Series 1981 Bond during such period of delinquency, and without penalty.

Payment of the principal of this Series 1981 Bond and interest hereon shall be made to the registered owner hereof in immediately available funds by 10 A.M. on each due date. Upon payment or prepayment of the principal of, or interest on, this Series 1981 Bond, the registered owner hereof shall note such payment on the Schedule of Payments attached hereto and made a part hereof.

The issuance of this Series 1981 Bond has been duly authorized by the Issuer and constitutes the whole of an issue of bonds entitled "Industrial Development Revenue Bond (John O. Butler Company Project), Series 1981," of the Issuer, issued pursuant to an ordinance adopted by the City Council of the Issuer on _____, 1981 (the "Bond Ordinance"), in the principal amount of \$5,500,000, authorized for the purpose of financing the acquisition, construction, remodeling, repair, rehabilitation and equipping of a facility for the manufacture and packaging of dental products within the corporate limits of the Issuer (the "Project"), and paying necessary expenses incidental thereto, so as to fulfill the purposes of the Issuer, to wit: to encourage the development, growth and expansion of business, industry and commerce in the Issuer; to create a favorable climate for new and improved job opportunities for residents of the Issuer; to eliminate and ease persistent unemployment among residents of the Issuer; and to promote, attract, stimulate and revitalize business, industry and commerce in the Issuer. The Series 1981 Bond has been issued under the Bond Ordinance, and along with such other bonds which may subsequently be issued under the provisions of the Bond Ordinance (this Series 1981 Bond and such subsequent bonds being hereinafter collectively referred to as the "Bond"), are equally and ratably secured as to principal, premium (if any) and interest pursuant to the Bond Ordinance, and are additionally secured by, among other things, a certain Loan Agreement (the "Loan Agreement"), dated as of November 1, 1981, by and between the Issuer, as lender, and the John O. Butler Company, a Delaware corporation, as borrower (the "Borrower"), a certain Pledge and Assignment (the "Assignment"), dated as of November 1, 1981, from the Issuer, as assignor, to the owners of the Bonds, as assignees, a certain Collateral Security Agreement (the "Security Agreement"), dated as of November 1, 1981, from the Borrower, as pledgor, to the owners of the Bonds

as pledgees, and a certain Mortgage (the "Mortgage"), dated as of November 1, 1981, from the Borrower, as mortgagor, to the owners of the Bonds, as mortgagees. Reference is hereby made to the Bond Ordinance, the Loan Agreement, the Assignment, the Security Agreement and the Mortgage (all of which are hereinafter collectively referred to as the "Instruments") for a description of the Project, the nature and extent of the security for the Bonds, a statement of the terms and conditions upon which the Bonds are issued and secured, the rights of the owners hereof and thereof, and the other matters set forth therein.

A loan of the proceeds of the Series 1981 Bond has been made, pursuant to the Loan Agreement, to the Borrower for the purpose of financing the Project. Pursuant to the Instruments, the Borrower must pay, or cause to be paid, to the owners of the Bonds on the Issuer's behalf such amounts as will always be sufficient in the aggregate to pay the principal of, premium, if any, and interest on the Bonds as the same mature and become due; and under the Instruments, it is the obligation of the Borrower to operate and maintain the Project, or to cause the Project to be operated and maintained, in good repair, to keep it, or to cause it to be kept, properly insured, and to pay, or to cause to be paid, all taxes, assessments, depreciation charges and other charges levied or assessed against or with respect to the Project.

This Series 1981 Bond is issued under and in full compliance with the Constitution and laws of the State of Illinois, including particularly Article VII, Section 6, of the 1970 Constitution of the State of Illinois (the "Article"), and is issued pursuant to and in full compliance with Chapter 15.2 of the Municipal Code of the City of Chicago (the "IDB Code Provisions").

This Series 1981 Bond Shall Not Be Sold, Assigned or Transferred By the Owner hereof. The owner hereof, however, should it comply with all applicable laws and regulations (including, but not limited to, the Securities Act of 1933, as Amended, and the Securities Exchange Act of 1934, as Amended), may sell participations in this Series 1981 Bond as it may, on the advice of independent counsel, deemed desirable.

The Issuer and the Borrower may deem and treat the party in whose name this Series 1981 Bond is registered as the absolute owner hereof for the purpose of receiving payments of or on account of, the principal hereof and the interest due hereon, and for all other purposes, and neither the Issuer nor the Borrower shall be affected by any notice to the contrary, except as provided in the Bond Ordinance.

The principal installments of this Series 1981 Bond are subject to prepayment, on any payment date for which notice can be given, by the Issuer at the option of the Borrower, in whole or in part (but only in integral multiples of \$30,555.56), at an amount equal to the sum of the following: an amount of money which will be sufficient to prepay all, or the appropriate portion, of this Series 1981 Bond, including, without limitation, all interest to accrue to the prepayment date, and expenses incurred or to be incurred in connection with the prepayment of the indebtedness evidenced hereby. The Bonds may be declared due and payable, in whole but not in part on the next payment date for which notice can be given, by the Owners of a majority thereof in aggregate principal amount should an event of default occur under the Loan Agreement which results in an acceleration of the indebtedness thereunder. In addition, this Series 1981 Bond shall be subject to prepayment, in whole but not in part, by the Issuer at the option of the owner of this Series 1981 Bond, should notice of such prepayment have been given, on the fifth anniversary date of the delivery of this Series 1981 Bond to the original owner hereof, and also on the tenth anniversary date of the delivery of this Series 1981 Bond to the original owner hereof, at an amount equal to the sum of the following: an amount of money which will be sufficient to prepay all of this Series 1981 Bond, including, without limitation, all interest to accrue to said anniversary date, and expenses incurred or to be incurred in connection with the prepayment of the indebtedness evidenced hereby. In addition, this Series 1981 Bond shall be subject to prepayment (a) in whole or in part by the Issuer on the next payment date for which notice can be given to the extent of Excess Proceeds from insurance or condemnation, "Surplus Construction Fund Proceeds," as defined in Section 3.3 of the Loan Agreement, and other amounts required by the Loan Agreement to be treated, for prepayment purposes, in the same manner as Surplus Construction Fund Moneys, and (b) in whole but not in part by the Issuer on the next payment date for which notice

can be given in the event that (i) all or substantially all of the assets of the Borrower are sold, except as permitted by Section 5.2 of the Loan Agreement, or (ii) the owners of a majority in aggregate principal amount of the stock of the Borrower as of the date of the execution of the Loan Agreement shall no longer own at least 51% of the stock of the Borrower.

Prepayments hereof shall only be valid upon receipt of the prepayment amount by the owner of this Series 1981 Bond; and upon such receipt the Issuer shall be fully released and discharged from all liability to the extent of such prepayment, irrespective of whether such shall be endorsed upon the Schedule of Payments appended hereto, and irrespective of any error or omission in such endorsement.

In the event any prepayment, as aforesaid is to take place, whether optional or mandatory, notice thereof identifying the amount to be prepaid shall be given in the name of the Issuer by the party requesting such prepayment by mailing by certified or registered mail, postage prepaid, return-receipt requested, a notice not less than fifteen (15) days nor more than forty-six (46) days prior to the date fixed for prepayment to the Issuer, the owners of the Bonds and the Borrower, as appropriate, at the addresses furnished under Section 9.1 of the Loan Agreement. The giving of such notice may be waived by the owner of any Bond. The unpaid portions of this Series 1981 Bond shall continue to bear interest until paid. Unless the owner hereof has entered into a Home Office Payments Agreement with the Issuer, payment will be made upon presentation and surrender or presentment of proof of ownership of this Series 1981 Bond. All partial prepayments of this Series 1981 Bond shall be applied in inverse chronological order of their due dates to the extent such are in integral multiples of \$30,555.56; to the extent such are in amounts less than \$30,555.56, or to the extent a balance remains after subtracting from such prepayments the highest integral multiple of \$30,555.56 that may be subtracted therefrom, such amounts shall be applied to prepay this Series 1981 Bond in chronological order as a credit against the payment next due.

If the Issuer shall default in the due and punctual payment of the principal of, premium, if any, or interest on any Bond when and as the same shall become due and payable, at maturity, by acceleration or otherwise, or if an "event of default," as defined in Section 6.1 of the Loan Agreement shall occur, then, and at any time thereafter, unless and until the event of default shall have been cured or shall have been waived in the manner provided therein, the owners of a majority in aggregate principal amount of Bonds then outstanding may, upon written notice given by certified or registered mail to the Issuer, the Borrower and the owners of the remainder of the Bonds at the time outstanding under the Bond Ordinance, declare all Bonds then outstanding to be due and payable on the next payment date, and may proceed to enforce the rights embodied in the Bonds then outstanding, and any and all such other rights as the owners of all of the Bonds may have, either by suit in equity or by action at law, or both.

The obligation of the Issuer to pay the principal of, premium, if any, and interest on the Bonds is a limited obligation of the Issuer payable solely from the revenues and receipts derived from the Instruments and the Project, and otherwise as provided in the Instruments. Pursuant to the provisions of the Bond Ordinance, the IDB Code Provisions and the Instruments, amounts sufficient in the aggregate for the prompt payment when due of the principal of, premium, if any, and interest on the Bonds are to be paid directly to the owners of such Bonds for the account of the Issuer pursuant to the terms and provisions thereof. Any payments on the Bonds made to any owner (or representative thereof) by the Borrower or the Issuer, or for the account of the Borrower or the Issuer, shall for all purposes and in every respect be deemed a payment of the Bonds, and such funds shall be applied to the payment of the Bonds, and shall satisfy and discharge the liability of the Issuer upon the Bonds.

No owner of any Bond shall have any right to compel any exercise of the taxing power of the Issuer to pay the principal of the Bonds, or the interest or the premium, if any, thereon. The Bonds shall not constitute an indebtedness of the Issuer, or a loan of credit thereof within the meaning of any constitutional or statutory provision. This Series 1981 Bond is being issued pursuant to the Bond Ordinance and the IDB Code Provisions, and does not constitute an indebtedness or a loan of credit of the Issuer within the meaning of any constitutional or statutory provisions. Neither the officers of the Issuer nor any person executing the Bonds shall be personally liable on the Bonds solely by reason of the issuance thereof.

In certain events, on the conditions, in the manner and with the effect set forth in the Bond Ordinance, the principal of all of the Bonds issued under the Bond Ordinance, and then outstanding, may become or may be declared to be due and payable before the stated maturity thereof, together with interest accrued thereon. In addition, in certain other events, on certain other conditions, in the manner and with the effect set forth in the Bond Ordinance, the principal of this Series 1981 Bond may become or may be declared to be due and payable before the stated maturity hereof, together with interest accrued hereon. Modifications or alterations of the Bond Ordinance and the Instruments may be made only to the extent and in the circumstances permitted by the Bond Ordinance.

It is Hereby Certified, Recited and Declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the passage and approval of the Bond Ordinance and the issuance of this Series 1981 Bond do exist, have happened and have been performed in due time, form and manner as required by law.

In Witness Whereof, the City of Chicago, Illinois, has caused this Series 1981 Bond to be executed in its name by the manual signature of its Mayor, and attested by the manual signature of its City Clerk, and its seal to be impressed hereon, all as of _____, 1981.

[Signature forms omitted for printing purposes]

SCHEDULE OF PAYMENTS

<i>Due Date</i>	<i>Principal Payment</i>	<i>Interest Payment</i>	<i>Interest Rate</i>	<i>Date Paid</i>	<i>Name of Recipient, Title and Signature</i>
January 1, 1982	\$ 30,555.56	_____	_____	_____	_____
February 1, 1982	30,555.56	_____	_____	_____	_____
March 1, 1982	30,555.56	_____	_____	_____	_____
April 1, 1982	30,555.56	_____	_____	_____	_____
May 1, 1982	30,555.56	_____	_____	_____	_____
June 1, 1982	30,555.56	_____	_____	_____	_____
July 1, 1982	30,555.56	_____	_____	_____	_____
August 1, 1982	30,555.56	_____	_____	_____	_____
September 1, 1982	30,555.56	_____	_____	_____	_____
October 1, 1982	30,555.56	_____	_____	_____	_____
November 1, 1982	30,555.56	_____	_____	_____	_____
December 1, 1982	30,555.56	_____	_____	_____	_____
January 1, 1983	30,555.56	_____	_____	_____	_____
February 1, 1983	30,555.56	_____	_____	_____	_____
March 1, 1983	30,555.56	_____	_____	_____	_____
April 1, 1983	30,555.56	_____	_____	_____	_____
May 1, 1983	30,555.56	_____	_____	_____	_____
June 1, 1983	30,555.56	_____	_____	_____	_____
July 1, 1983	30,555.56	_____	_____	_____	_____
August 1, 1983	30,555.56	_____	_____	_____	_____
September 1, 1983	30,555.56	_____	_____	_____	_____
October 1, 1983	30,555.56	_____	_____	_____	_____
November 1, 1983	30,555.56	_____	_____	_____	_____
December 1, 1983	30,555.56	_____	_____	_____	_____
January 1, 1984	30,555.56	_____	_____	_____	_____
February 1, 1984	30,555.56	_____	_____	_____	_____
March 1, 1984	30,555.56	_____	_____	_____	_____
April 1, 1984	30,555.56	_____	_____	_____	_____
May 1, 1984	30,555.56	_____	_____	_____	_____
June 1, 1984	30,555.56	_____	_____	_____	_____
July 1, 1984	30,555.56	_____	_____	_____	_____
August 1, 1984	30,555.56	_____	_____	_____	_____
September 1, 1984	30,555.56	_____	_____	_____	_____
October 1, 1984	30,555.56	_____	_____	_____	_____
November 1, 1984	30,555.56	_____	_____	_____	_____
December 1, 1984	30,555.56	_____	_____	_____	_____

<i>Due Date</i>	<i>Principal Payment</i>	<i>Interest Payment</i>	<i>Interest Rate</i>	<i>Date Paid</i>	<i>Name of Recipient, Title and Signature</i>
January 1, 1985	\$ 30,555.56	_____	_____	_____	_____
February 1, 1985	30,555.56	_____	_____	_____	_____
March 1, 1985	30,555.56	_____	_____	_____	_____
April 1, 1985	30,555.56	_____	_____	_____	_____
May 1, 1985	30,555.56	_____	_____	_____	_____
June 1, 1985	30,555.56	_____	_____	_____	_____
July 1, 1985	30,555.56	_____	_____	_____	_____
August 1, 1985	30,555.56	_____	_____	_____	_____
September 1, 1985	30,555.56	_____	_____	_____	_____
October 1, 1985	30,555.56	_____	_____	_____	_____
November 1, 1985	30,555.56	_____	_____	_____	_____
December 1, 1985	30,555.56	_____	_____	_____	_____
January 1, 1986	30,555.56	_____	_____	_____	_____
February 1, 1986	30,555.56	_____	_____	_____	_____
March 1, 1986	30,555.56	_____	_____	_____	_____
April 1, 1986	30,555.56	_____	_____	_____	_____
May 1, 1986	30,555.56	_____	_____	_____	_____
June 1, 1986	30,555.56	_____	_____	_____	_____
July 1, 1986	30,555.56	_____	_____	_____	_____
August 1, 1986	30,555.56	_____	_____	_____	_____
September 1, 1986	30,555.56	_____	_____	_____	_____
October 1, 1986	30,555.56	_____	_____	_____	_____
November 1, 1986	30,555.56	_____	_____	_____	_____
December 1, 1986	30,555.56	_____	_____	_____	_____
January 1, 1987	30,555.56	_____	_____	_____	_____
February 1, 1987	30,555.56	_____	_____	_____	_____
March 1, 1987	30,555.56	_____	_____	_____	_____
April 1, 1987	30,555.56	_____	_____	_____	_____
May 1, 1987	30,555.56	_____	_____	_____	_____
June 1, 1987	30,555.56	_____	_____	_____	_____
July 1, 1987	30,555.56	_____	_____	_____	_____
August 1, 1987	30,555.56	_____	_____	_____	_____
September 1, 1987	30,555.56	_____	_____	_____	_____
October 1, 1987	30,555.56	_____	_____	_____	_____
November 1, 1987	30,555.56	_____	_____	_____	_____
December 1, 1987	30,555.56	_____	_____	_____	_____
January 1, 1988	30,555.56	_____	_____	_____	_____
February 1, 1988	30,555.56	_____	_____	_____	_____
March 1, 1988	30,555.56	_____	_____	_____	_____
April 1, 1988	30,555.56	_____	_____	_____	_____
May 1, 1988	30,555.56	_____	_____	_____	_____
June 1, 1988	30,555.56	_____	_____	_____	_____
July 1, 1988	30,555.56	_____	_____	_____	_____
August 1, 1988	30,555.56	_____	_____	_____	_____
September 1, 1988	30,555.56	_____	_____	_____	_____
October 1, 1988	30,555.56	_____	_____	_____	_____
November 1, 1988	30,555.56	_____	_____	_____	_____
December 1, 1988	30,555.56	_____	_____	_____	_____
January 1, 1989	30,555.56	_____	_____	_____	_____
February 1, 1989	30,555.56	_____	_____	_____	_____
March 1, 1989	30,555.56	_____	_____	_____	_____
April 1, 1989	30,555.56	_____	_____	_____	_____
May 1, 1989	30,555.56	_____	_____	_____	_____
June 1, 1989	30,555.56	_____	_____	_____	_____
July 1, 1989	30,555.56	_____	_____	_____	_____
August 1, 1989	30,555.56	_____	_____	_____	_____
September 1, 1989	30,555.56	_____	_____	_____	_____
October 1, 1989	30,555.56	_____	_____	_____	_____
November 1, 1989	30,555.56	_____	_____	_____	_____
December 1, 1989	30,555.56	_____	_____	_____	_____

<i>Due Date</i>	<i>Principal Payment</i>	<i>Interest Payment</i>	<i>Interest Rate</i>	<i>Date Paid</i>	<i>Name of Recipient, Title and Signature</i>
January 1, 1990	\$ 30,555.56	_____	_____	_____	_____
February 1, 1990	30,555.56	_____	_____	_____	_____
March 1, 1990	30,555.56	_____	_____	_____	_____
April 1, 1990	30,555.56	_____	_____	_____	_____
May 1, 1990	30,555.56	_____	_____	_____	_____
June 1, 1990	30,555.56	_____	_____	_____	_____
July 1, 1990	30,555.56	_____	_____	_____	_____
August 1, 1990	30,555.56	_____	_____	_____	_____
September 1, 1990	30,555.56	_____	_____	_____	_____
October 1, 1990	30,555.56	_____	_____	_____	_____
November 1, 1990	30,555.56	_____	_____	_____	_____
December 1, 1990	30,555.56	_____	_____	_____	_____
January 1, 1991	30,555.56	_____	_____	_____	_____
February 1, 1991	30,555.56	_____	_____	_____	_____
March 1, 1991	30,555.56	_____	_____	_____	_____
September 1, 1991	30,555.56	_____	_____	_____	_____
April 1, 1991	30,555.56	_____	_____	_____	_____
May 1, 1991	30,555.56	_____	_____	_____	_____
June 1, 1991	30,555.56	_____	_____	_____	_____
July 1, 1991	30,555.56	_____	_____	_____	_____
August 1, 1991	30,555.56	_____	_____	_____	_____
October 1, 1991	30,555.56	_____	_____	_____	_____
November 1, 1991	30,555.56	_____	_____	_____	_____
December 1, 1991	30,555.56	_____	_____	_____	_____
January 1, 1992	30,555.56	_____	_____	_____	_____
February 1, 1992	30,555.56	_____	_____	_____	_____
March 1, 1992	30,555.56	_____	_____	_____	_____
April 1, 1992	30,555.56	_____	_____	_____	_____
May 1, 1992	30,555.56	_____	_____	_____	_____
June 1, 1992	30,555.56	_____	_____	_____	_____
July 1, 1992	30,555.56	_____	_____	_____	_____
August 1, 1992	30,555.56	_____	_____	_____	_____
September 1, 1992	30,555.56	_____	_____	_____	_____
October 1, 1992	30,555.56	_____	_____	_____	_____
November 1, 1992	30,555.56	_____	_____	_____	_____
December 1, 1992	30,555.56	_____	_____	_____	_____
January 1, 1993	30,555.56	_____	_____	_____	_____
February 1, 1993	30,555.56	_____	_____	_____	_____
March 1, 1993	30,555.56	_____	_____	_____	_____
April 1, 1993	30,555.56	_____	_____	_____	_____
May 1, 1993	30,555.56	_____	_____	_____	_____
June 1, 1993	30,555.56	_____	_____	_____	_____
July 1, 1993	30,555.56	_____	_____	_____	_____
August 1, 1993	30,555.56	_____	_____	_____	_____
September 1, 1993	30,555.56	_____	_____	_____	_____
October 1, 1993	30,555.56	_____	_____	_____	_____
November 1, 1993	30,555.56	_____	_____	_____	_____
December 1, 1993	30,555.56	_____	_____	_____	_____
January 1, 1994	30,555.56	_____	_____	_____	_____
February 1, 1994	30,555.56	_____	_____	_____	_____
March 1, 1994	30,555.56	_____	_____	_____	_____
April 1, 1994	30,555.56	_____	_____	_____	_____
May 1, 1994	30,555.56	_____	_____	_____	_____
June 1, 1994	30,555.56	_____	_____	_____	_____
July 1, 1994	30,555.56	_____	_____	_____	_____
August 1, 1994	30,555.56	_____	_____	_____	_____
September 1, 1994	30,555.56	_____	_____	_____	_____
October 1, 1994	30,555.56	_____	_____	_____	_____
November 1, 1994	30,555.56	_____	_____	_____	_____
December 1, 1994	30,555.56	_____	_____	_____	_____

<i>Due Date</i>	<i>Principal Payment</i>	<i>Interest Payment</i>	<i>Interest Rate</i>	<i>Date Paid</i>	<i>Name of Recipient, Title and Signature</i>
January 1, 1995	\$ 30,555.56	_____	_____	_____	_____
February 1, 1995	30,555.56	_____	_____	_____	_____
March 1, 1995	30,555.56	_____	_____	_____	_____
April 1, 1995	30,555.56	_____	_____	_____	_____
May 1, 1995	30,555.56	_____	_____	_____	_____
June 1, 1995	30,555.56	_____	_____	_____	_____
July 1, 1995	30,555.56	_____	_____	_____	_____
August 1, 1995	30,555.56	_____	_____	_____	_____
September 1, 1995	30,555.56	_____	_____	_____	_____
October 1, 1995	30,555.56	_____	_____	_____	_____
November 1, 1995	30,555.56	_____	_____	_____	_____
December 1, 1995	30,555.56	_____	_____	_____	_____
January 1, 1996	30,555.56	_____	_____	_____	_____
February 1, 1996	30,555.56	_____	_____	_____	_____
March 1, 1996	30,555.56	_____	_____	_____	_____
April 1, 1996	30,555.56	_____	_____	_____	_____
May 1, 1996	30,555.56	_____	_____	_____	_____
June 1, 1996	30,555.56	_____	_____	_____	_____
July 1, 1996	30,555.56	_____	_____	_____	_____
August 1, 1996	30,555.56	_____	_____	_____	_____
September 1, 1996	30,555.56	_____	_____	_____	_____
October 1, 1996	30,555.56	_____	_____	_____	_____
November 1, 1996	30,555.56	_____	_____	_____	_____
December 1, 1996	30,555.56	_____	_____	_____	_____

SECTION 11. *Execution and Delivery of the Series 1981 Bond; Deposit of Series 1981 Bond Proceeds; Designation of Fiscal Agent by Issuer.* The Mayor and the City Clerk of the Issuer are hereby authorized and directed to prepare and execute, in the manner hereinbefore specified, the Series 1981 Bond herein authorized, and to deliver the Series 1981 Bond to the Bond Purchaser upon receipt of the purchase price therefor, namely 100% of the principal amount thereof. American National Bank and Trust Company of Chicago, Chicago, Illinois, is hereby designated Fiscal Agent for the Issuer for the Purposes of, among other things, (i) serving as the depository of the proceeds of the Series 1981 Bond as provided herein, (ii) establishing and maintaining the Construction Fund as provided in Section 13 hereof, and (iii) performing such other obligations and responsibilities as shall be provided herein and in the Instruments. The rights and duties of the Fiscal Agent are further specified in Section 32 of this Bond Ordinance. The proceeds of the Series 1981 Bond shall be deposited with the Fiscal Agent and applied as provided in Section 3.3 of the Loan Agreement and Section 13 hereof.

SECTION 12. *Evidence of Signatures of Bondowners; Ownership of Bonds.* Any request, consent, revocation of consent or other instrument which this Bond Ordinance may require or permit to be signed and executed by the Owners of the Bonds may be in one or more counterparts of similar tenor, and shall be signed or executed by such Owners of the Bonds in person, or by their attorneys duly appointed in writing. Proof of (i) the execution of any such instrument, or of an instrument appointing any such attorney, or (ii) the ownership by any Person of the Bonds shall be sufficient for any purpose of this Bond Ordinance (except as otherwise herein expressly provided) if made in the following manner, or in any other manner satisfactory to the Issuer, the Fiscal Agent and the Borrower, any of which may nevertheless require further or other proof in cases where the same is deemed desirable. The fact and the date of the execution of such instruments by any Owner of the Bonds or his attorney may be proved by a guarantee of the signature thereon by a bank or trust company, or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the individual signing such request or other instrument acknowledged to him the execution thereof and exhibited before him the Bonds to which an ownership claim has been made, or by an affidavit of a witness of such execution and presentation, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association, or a member of a partnership, on behalf of such corporation, association or partnership, such signature guarantee, certificate or affidavit shall also constitute sufficient proof of authority.

Any request or consent by the Owner of any Bond shall bind all future Owners of such Bond, the Owners of any Bond issued in exchange therefor or in replacement thereof, and all parties who may have a right to claim any interest in the obligations evidenced by such Bond (whether through an agreement of participation or otherwise), with respect to anything done or suffered to be done by the Issuer, the Fiscal Agent, the Borrower or the other Owners of the Bonds in accordance therewith.

SECTION 13. *Construction Fund.* There is hereby authorized and ordered to be established in the custody of the Fiscal Agent a separate trust fund to be designated the "John O. Butler Company Construction Fund (City of Chicago)" (the "Construction Fund"). The Fiscal Agent shall promptly deposit the proceeds derived from the sale of the Series 1981 Bond into the Construction Fund. The Construction Fund shall be used for the purpose of providing moneys to pay the Cost the Project, in the manner and as provided in Section 3.3 of the Loan Agreement. Any moneys not required for said purpose shall, when the Project is certified as having been completed as provided in Section 3.5 of the Loan Agreement, be applied by the Fiscal Agent in the manner provided in Section 3.3 of the Loan Agreement.

SECTION 14. *Investments.* As used herein, the term "Permitted Investments" shall mean those investments permitted by Section 3.8 of the Loan Agreement.

Moneys held in the Construction Fund or in any other trust fund established hereunder or pursuant hereto, upon instructions from the Authorized Borrower Representative, shall be invested by the Fiscal agent in Permitted Investments. No investment shall be made pursuant to this Section for a period longer than the time period, determined by the Fiscal Agent, on the basis of the schedule provided by the Borrower pursuant to the last sentence of this paragraph, for which said moneys are not required for the purpose for which they are intended. No investments shall be made which cause the Bonds to be deemed to be "arbitrage bonds" within the meaning of Section 103 (c) (2) of the Code. All proceeds of, interest on and profit realized from Permitted Investments held in any trust fund shall accrue to and become a part of the appropriate trust fund, and any loss resulting from the liquidation of such Permitted Investments prior to their maturity shall be charged to such trust fund and paid by the Borrower from its own funds on demand of the Fiscal Agent. Prior to delivery of the Series 1981 Bond to the Bond Purchaser, the Borrower shall provide the Fiscal Agent with a schedule of Permitted Investments and anticipated disbursements (including the expected dates thereof).

SECTION 15. *Application of the Construction Fund.* The Fiscal Agent is authorized and directed to apply the amounts on deposit in the Construction Fund to the payment or reimbursement of the Cost of the Project.

The Fiscal Agent is hereby authorized and directed to make payments and reimbursements from the Construction Fund upon a requisition submitted to the Fiscal Agent and signed by the Authorized Borrower Representative in conformance in all respects with the requirements contained in Section 3.3 of the Loan Agreement. The Fiscal Agent shall keep and maintain adequate records pertaining to the Construction Fund and all disbursements therefrom, and shall file an accounting thereof with the Issuer and the Borrower annually on the anniversary of the date of the delivery of the Series 1981 Bond until completion of the Project, as such is evidenced by the certificate required by Section 16 hereof and Section 3.5 of the Loan Agreement.

SECTION 16. *Completion of the Project.* The completion of the Project, and the payment of all costs and expenses incident thereto, shall be evidenced by the filing with the Owners of the Bonds, the Issuer and the Fiscal agent of the certificate of the Authorized Borrower Representative required by the provisions of Section 3.5 of the Loan Agreement.

SECTION 17. *Payment of Principal of, Premium, if any, and Interest; Conditions of the Issuer's Obligations.* The Issuer covenants that it will, subject to the limitation on liability contained in Section 3 hereof, promptly pay, or cause to be paid, the principal of, premium, if any, and interest on every Bond, at the place, on the dates and in the manner provided in this Bond Ordinance and in the Bonds, according to the true intent and meaning hereof and thereof. The principal of, premium, if any, and interest on the Bonds are payable solely from the revenues and receipts derived from or in connection with the Instruments and the Project (but excluding those amounts derived by or for the Issuer pursuant to those of its Unassigned Rights pertaining to being held harmless, being reimbursed for expenses and being indemnified), which revenues and receipts are hereby specifically pledged to the payment thereof in the manner and to the extent specified herein and in the Instruments. The Bonds are further secured by, among other things, the Instruments and the Construction Fund. The Issuer shall not be required hereunder or under the Instruments to expend any of its funds other than (i) the proceeds derived from the sale of the Bonds, (ii) the income, revenues, receipts, and other moneys derived from the Instruments or the Project (but excluding revenues and receipts derived by or for the Issuer pursuant to those of its Unassigned Rights pertaining to being held harmless, being reimbursed for expenses and being indemnified), (iii) any income or gains therefrom, and (iv) condemnation awards, amounts received pursuant to any sale under threat of condemnation, or insurance proceeds with respect to the Project. Each and every covenant herein made is predicated upon the condition that any obligation for the payment of money incurred by the Issuer shall not constitute an indebtedness of the Issuer or a loan of credit thereof within the meaning of any constitutional or statutory provision, but shall be payable solely from the revenues and receipts derived from or in connection with the Project, including all moneys received by the Issuer under the Loan Agreement or by the Issuer's assignee under the Assignment, or the Owners of the Bonds under the Collateral Security Agreement or the Mortgage, which revenues and receipts (but excluding revenues and receipts derived by or for the Issuer pursuant to those of its Unassigned Rights pertaining to being held harmless, being reimbursed for expenses and being indemnified) are hereby specifically pledged to the payment thereof in the manner and to the extent in the IDB Code Provisions, this Bond Ordinance and the Instruments specified; and nothing in the Bonds, the IDB Code Provisions, this Bond Ordinance or the Instruments shall be considered to pledge any other funds or assets of the Issuer.

Any provision of this Bond Ordinance to the contrary notwithstanding, the Issuer shall not be obligated to take any action or execute any instrument pursuant to any provision hereof (other than its obligations to pay the principal of, premium, if any, and interest on the Bonds), unless (i) it shall have been requested to do so by the Owners of a majority in aggregate principal amount of Bonds Outstanding in writing, and (ii) if compliance with such request can reasonably be expected to result in the incurrence by the Issuer of any fees or expenses, it shall have received from the Owners of the Bonds making such request assurances reasonably satisfactory to the Issuer that the Issuer will be promptly reimbursed for the full amount of such fees and expenses; provided, however, that no limitation on the obligations of the Issuer contained herein by virtue of any lack of assurances provided in clause (ii) above shall be deemed to prevent the occurrence and full force and effect of an event of default hereunder.

SECTION 18. *Particular Covenants of the Issuer.* Except as provided in Section 17 hereof, as long as any of the principal of, premium, if any, or interest on the Bonds herein authorized remains unpaid, or until provision shall have been made for the payment thereof, the Issuer covenants with each of the Owners of said Bonds as follows:

(a) The Issuer will comply fully with all the terms, provisions and conditions hereof and of the Instruments which require performance by, or impose duties on, the Issuer and will not permit any default to occur on the part of the Issuer hereunder or thereunder; will fully and promptly enforce (or assign to the Owners of the Bonds the right to enforce) all of the terms, provisions and conditions of the Instruments which require performance by, or impose duties on, the Borrower; and in the event of the occurrence of an event of default under the Loan Agreement will, subject to the terms and provisions of the Instruments, exercise (or assign to the Owners of the Bonds the right to exercise) all of the rights and remedies conferred upon the Issuer by the Loan Agreement for the full and complete protection of the security and rights of the Owners of the Bonds. The Issuer's obligation to pay the expenses of such enforcement shall be limited to funds made available to it for that purpose by the Owners of the Bonds, or by any other interested parties.

(b) The Issuer will enforce (or assign to the Owners of the Bonds the right to enforce) collection of the loan repayments and the payment of other fees, expenses and charges in the amounts and at the times set forth in the Loan Agreement, and will not reduce, or cause or permit to be reduced, the loan repayments and other fees, expenses and charges fixed, established and required by the Loan Agreement, nor change or alter the time or times when the same are due and payable under said Loan Agreement. The Issuer's obligation to pay the expenses of such enforcement shall be limited to funds made available to it for that purpose by the Owners of the Bonds, or by any other interested parties.

(c) Until payment of all principal of, premium, if any, and interest on the Bonds has been duly made or provided for, the Issuer will not consent to any change, amendment, modification or termination of the Loan Agreement, except as otherwise provided herein or therein.

(d) Any Net Proceeds of condemnation awards or insurance, any amounts received pursuant to any sale under threat of condemnation, any funds which are received by the Issuer pursuant to the termination of the Loan Agreement, or any other funds intended for the purpose of paying the principal of, premium, if any, and interest on Bonds, will be used solely and exclusively to pay the principal of, premium, if any, and interest on Bonds then subject to prepayment or otherwise as provided in the Loan Agreement. Upon receipt of any such funds, the Issuer shall proceed promptly to prepay principal of the Bonds over and above the principal required to be paid on a monthly basis, and shall give the notice, or cause the notice to be given, thereof provided for by the terms of this Bond Ordinance.

(e) The Issuer will not issue any other obligations payable from payments to be made by the Borrower pursuant to the Loan Agreement, nor will the Issuer voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge on said payments or on the property and rights subject to the Loan Agreement, except as provided in Sections 33 and 34 hereof, nor will the Issuer, unless required by law or by the terms of the Instruments, sell or otherwise dispose of its interest in the Loan Agreement or any part thereof.

(f) The Borrower has agreed to keep the Project, or to cause the same to be kept, insured in the manner provided for by the Loan Agreement. The Issuer's share, if any, of the Net Proceeds of any such insurance policies shall be payable to and deposited with the Bond Purchaser (as representative of all of the Owners of the Bonds), or its designee (which may be the Fiscal Agent). Any of the Net Proceeds of such insurance policies shall be used and applied in the manner set forth in the Loan Agreement.

(g) The Issuer shall cause the Fiscal Agent to maintain adequate records and accounts, separate and apart from all other records and accounts of the Fiscal Agent, in accordance with generally accepted principles of accounting, including complete details of all financial transactions relating to the Bonds and the Project. Such books and records shall be available for inspection by the Borrower, the Issuer or any of the Owners of the Bonds during the regular business hours of the Fiscal Agent.

(h) The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in the IDB Code Provisions, this Bond Ordinance, the Loan Agreement, the Assignment and the Fiscal Agent Agreement, in any and every Bond executed and delivered hereunder or pursuant hereto, and in all proceedings pertaining hereto and thereto. The Issuer covenants that it is duly authorized under the Constitution and laws of the State, including particularly and without limitation the Article and the IDB Code Provisions, to issue the Bonds authorized hereby, to lend to the Borrower the Proceeds of the Bonds by means of the Loan Agreement, and to pledge and assign the revenues and receipts (and rights thereto) hereby authorized to be pledged and assigned in the manner and to the extent herein, in the Loan Agreement and in the Assignment set forth; that all action on its part for the issuance of the Series 1981 Bond and the adoption of this Bond Ordinance has been duly and effectively taken; and that the Series 1981 Bond in the hands of the Owner thereof is a valid and enforceable limited obligation of the Issuer according to the import thereof.

SECTION 19. *Insurance and Condemnation Proceeds.* The Loan Agreement provides for the assignment to the Bond Purchaser as representative of the Owners of the Bonds of certain insurance proceeds and condemnation awards, amounts paid pursuant to sales under threat of condemnation, damages and compensation with respect to the Project which are payable to the Issuer. The Issuer hereby agrees to the application of such moneys in said manner.

SECTION 20. *Amendments or Modifications.* Any provision of the Bonds or the Instruments may be modified or amended in any respect with the written consent of the Owners of a majority in aggregate principal amount of Bonds then Outstanding; provided, however, that nothing in this Section 20 contained shall permit or be construed as permitting (a) an extension of the stated maturity or reduction in the principal amount of the Bonds, or reduction in the rate, or extension of the time of payment, or interest on any Bonds, without the consent of the Owners of such Bonds, (b) the creation of any lien (other than Permitted Encumbrances) prior to or on a parity with the lien hereof and of the Instruments, (c) a reduction in the aforesaid aggregate principal amount of Bonds the Owners of which are required to consent to any such modifications or amendments, without the consent of the Owners of all Bonds at the time Outstanding which would be affected by the action to be taken, (d) the modification of the rights, duties or immunities of the Fiscal Agent, without the written consent of the Fiscal Agent, or (e) a privilege or priority of any Bond over any other Bond; and provided further that any provision relation to the amounts to be paid on the Bonds (or the time of such payments) may be modified or amended only with the written consent of the Owners of all Bonds then Outstanding; and provided further that the Borrower shall have given its prior written approval to any such modification or amendment if the same would permit, or be construed to permit, any change in the obligations of the Borrower as set forth in the Instruments. Every amendment or modification of a provision of the Bonds or the Instruments to which the written consent of the Owners of all or a majority in aggregate principal amount, as appropriate, of the Bonds is given, as above provide, shall be expressed in an ordinance of the Issuer amending or supplementing the provisions of this Bond Ordinance before it may be considered effective, and shall be deemed on its adoption to be a part of this Bond Ordinance. It shall not be necessary to note on any Outstanding Bond any reference to such amendment or modification. A certified copy of every such amendatory or modificatory ordinance will be sent by the City Clerk of the Issuer to each of the Owners of the Bonds, the Borrower and the Fiscal Agent.

The Issuer may enter into any supplemental or modificatory ordinance for any of the purposes of this Section only upon the receipt by it or the written consent of the Owners of all or a majority in aggregate principal amount, as appropriate, of the Bonds then Outstanding; such consent shall be binding upon all Owners of the Bonds, upon all future Owners of the Bonds, upon the Owners of any Bonds issued in exchange therefor or in replacement thereof, and upon all parties who may have a right to claim any interest in the obligations evidenced by such Bonds, whether through an agreement of participation or otherwise (whether or not such parties have notice thereof).

No party mentioned in the preceding paragraph shall have any right to object to such modificatory or amendatory ordinance, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Issuer from adoption the same or from taking any action pursuant to the provisions thereof.

Upon the adoption of any modificatory or amendatory ordinance pursuant to the provisions of this Section, this Bond Ordinance shall be, and be deemed to be, modified and amended in accordance therewith; and the respective rights, duties and obligations under this Bond Ordinance of the Issuer, the Fiscal Agent, the Borrower and the Owners of the Bonds shall thereafter be determined, exercised and enforced under this Bond Ordinance, subject in all respects to such modifications and amendments. Any modificatory or amendatory ordinance authorized and entered into in accordance with the provisions of this Bond Ordinance shall thereafter form a part of this Bond Ordinance, and all of the terms and conditions contained in any such modificatory or amendatory ordinance as to any provisions authorized to be contained therein shall be, and shall be deemed to be, part of the terms and conditions of this Bond Ordinance for any and all purposes.

SECTION 21. *Enforcement.* The provisions of this Bond Ordinance shall constitute a contract between the Issuer and the Owners of the Bonds, and subject to the provisions of Sections 3 and 27 hereof, the Owner of any one or more of the Bonds may sue to recover interest, premium (if any) or principal which has not been paid according to the terms of said Bonds. The Owners of the Bonds then Outstanding, in accordance with the provisions of Section 22 hereof and Section 10 of the Assignment, may sue in any action, either at law or in equity, to enforce or compel performance of all duties and obligations required by this Bond Ordinance or the Instruments to be done or performed by the Issuer, the Borrower or the Fiscal Agent.

SECTION 22. *Events of Default.* Each of the events set forth in Section 6.1 of the Loan Agreement, and defined therein as an "event of default," shall constitute an "event of default" hereunder. Upon the happening and continuance of any event of default, the Owners of a majority in aggregate principal amount of the Bonds then Outstanding may appoint a representative to act on behalf of the Owners of all of the Bonds, and such representative shall be and is hereby vested with all of the rights, powers and duties of a trustee appointed by the Owners of all of the Bonds. Upon such occurrence and the giving of written notice to the Borrower, the Issuer and the other Owners of Bonds then Outstanding by the representative selected by the Owners of a majority in aggregate principal amount of the Bonds then Outstanding, or (if no such representative is selected) by the Owners of a majority in aggregate principal amount of Bonds then Outstanding, such representative or (if no such representative is selected) the Owners of a majority in aggregate principal amount of the Bonds then Outstanding may, by notice in writing delivered to the Issuer, the Borrower, the Fiscal Agent and the other Owners of Bonds then Outstanding, declare the principal of all Bonds then Outstanding, and the interest accrued thereon, to be due and payable on the next payment date, without presentment, demand, protest or other notice of any kind, all of which are hereby waived; and upon any such declaration the same shall become and be due and payable on the next payment date.

The Issuer hereby grants to the Borrower full authority for the account of the Issuer to perform any covenant or obligation, the non-performance of which is alleged in any notice received by the Borrower to constitute an event of default, in the name and place of the Issuer, with full power to do any and all things and acts to the same extent as the Issuer, and perform any such things and acts with the power of substitution.

For purposes of this Section, notice shall be deemed to have been given if given in the manner required by Section 9.1 of the Loan Agreement for the giving of notices thereunder.

SECTION 23. *Foreclosure and Enforcement of Remedies.* Upon the happening and continuance of any event of default and the giving on notice to the Borrower, the other Owners of the Bonds then Outstanding, the Fiscal Agent and the Issuer (as provided in Section 22 hereof) by the Owners of a majority in aggregate principal amount of the Bonds then Outstanding (or their representative), then and in every case the Owners of a majority in aggregate principal amount of the Bonds then Outstanding (or their representative) may proceed to protect and enforce the rights of all Owners of Bonds then Outstanding forthwith by such suits, actions or special proceedings in equity or at law, or proceedings in the office of any board or officer having jurisdiction, whether for the specific performance of any covenant or agreement contained herein, in the Bonds or in the Instruments, or in aid or the execution of any power granted herein or therein, or in the IDB Code Provisions, or for the enforcement of any legal or equitable rights or remedies, including the sale of all or any part of the Project, subject to statutory requirements, if any, to the highest bidder, and all right, title and interest, claim and demand therein and thereto, and all rights of redemption thereof, as the Owners of a majority in aggregate principal amount of the Bonds then Outstanding (or their representative) shall determine.

In the enforcement of any right or remedy under this Bond Ordinance, the Instruments or the IDB Code Provisions, the Owners of a majority in aggregate principal amount of the Bonds then Outstanding (or their representative) shall be entitled, subject to the limitation on the liability of the Issuer contained in Section 3 hereof, to sue for, enforce payment on and receive any and all amounts then due and unpaid or becoming due from the Issuer to the Owners of all of the Bonds then Outstanding, for principal, premium, interest or otherwise under any provision of the Instruments, this Bond Ordinance, the IDB Code Provisions or the Bonds, with interest on overdue payments at the highest rate for such period of delinquency borne by the Bonds, together with any and all costs and expenses of collection and of all proceedings hereunder and thereunder, without prejudice to any other right or remedy of the Owners of all of the Bonds then Outstanding, and to recover and enforce any judgment or decree against the Issuer, the Borrower, or the Fiscal Agent, but solely as provided herein and therein, for any portion of such amounts remaining unpaid, with interest, costs and expenses, and to collect (but solely from the moneys available for said purpose), in any manner provided by law, the moneys adjudged or decreed to be payable.

SECTION 24. *Application of Revenues and Receipts After Default.* All moneys received by the Owners of the Bonds pursuant to any right given or action taken under the provisions of this Bond Ordinance shall, after payment of the costs and expenses of the proceedings resulting in the collection of such money, and of the expenses, liabilities and advances incurred or made by the Owners of the Bonds (or their representative), be applied to the payment of the Bonds pro rata.

Whenever the principal of, premium, if any, and interest on all of the Bonds shall have been paid under the provisions of this Section, and all expenses and charges of the Owners of the Bonds, the Fiscal Agent and the Issuer shall have been paid, any balance remaining shall be paid to or upon the order of the Borrower.

SECTION 25. *Waivers of Events of Default; Actions by the Owners of the Bonds.* The Owners of a majority in aggregate principal amount of the Bonds then Outstanding (or their representative) may waive in writing any event of default hereunder upon payment of all amounts in default, and after all other defaults have been cured. All rights of action hereunder, under the instruments or under the Bonds may be enforced by the Owners of a majority in aggregate principal amount of Bonds then Outstanding (or their representative) without the production thereof at any trial or other proceeding relating thereto, and any such suit or proceeding instituted by the Owners of a majority in aggregate principal amount of Bonds then Outstanding (or their representative) shall be brought in their respective names without the necessity of joining as a party plaintiff or defendant the Issuer, and any recovery of judgment will be for the equal benefit of all of the Owners of the Bonds.

SECTION 26. *Bondowner Rights Not Impaired.* Nothing contained herein or in the Instruments shall affect or impair the right of any Owner of any Bond to the Payment of the principal of, premium, if any, and interest on such Bond at and after the maturity thereof, or affect or impair the obligation of the Issuer to pay the principal of, premium, if any, and interest on each of the Bonds to the respective Owners thereof at the time, place, from the source and in the manner herein and in said Bonds expressed. The Issuer's obligations under this Section are subject in all respects to the limitation on the Issuer's liability contained in Section 3 hereof.

SECTION 27. *Effect of Discontinuance of Proceedings.* If any proceeding taken by the Owners of the Bonds (or their representative) on account of any event of default shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Owners of the Bonds, then and in every such case, the Borrower, the Issuer, the Fiscal Agent and the Owners of the Bonds shall be restored, respectively, to their former obligations and rights hereunder.

SECTION 28. *Remedies Not Exclusive; Delay or Omission.* No remedy by the terms hereof or of the Instruments conferred upon or reserved to the Owners of the Bonds is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or under the Instruments, or now or hereafter existing at law or in equity.

No delay or omission of the Owners (or their representative) to exercise any rights or power arising upon any event of default shall impair any right or power, or shall be construed to be a waiver of any such event of default or an acquiescence therein; and every power and remedy given hereby or by the Instruments to the Owners of the Bonds may be exercised from time to time and as often as may be deemed expedient by the Owners of the Bonds) or their representative).

SECTION 29. *Bondowners Control Proceedings.* Subject to the provisions of the preceding Section anything herein or in the Instruments to the contrary notwithstanding, the Owners of a majority in aggregate principal amount of the Bonds then Outstanding (or their representative) shall have the right, at any time, by an instrument or instruments in writing, executed and delivered, effective upon deposit in the mail if sent by registered or certified mail, postage prepaid, return-receipt requested, to the Issuer, the Fiscal Agent, the Borrower and the other Owners of the Bonds, to direct the method and place of conduction all proceedings to be taken in connection with the enforcement of the terms and conditions hereof and of the Instruments, and for the appointment of a receiver or any other proceedings hereunder or thereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law, the IDB Code Provisions and this Bond Ordinance.

SECTION 30. *Acceleration in the Event of Default.* In the event that the principal of, premium, if any, or interest on the Bonds herein authorized is not paid according to the terms hereof and thereof, either on maturity, mandatory or optional prepayment, or the occurrence of an event of default, the Owners of a majority in aggregate principal amount of the bonds then Outstanding (or their representative) may, in accordance with the provisions of Section 10 of the Assignment, by written notice effective upon deposit in the mail if sent by certified or registered mail, postage prepaid, return-receipt requested, given to the Borrower, the Issuer, the Fiscal Agent and the other Owners of Bonds then Outstanding, declare the principal of all Bonds then Outstanding to be immediately due and payable and upon such declaration given as aforesaid, the principal of, premium, if any, and accrued interest on said Bonds shall be due and payable on the next payment date. This provision, however, is subject to the conditions that if at any time thereafter all arrears of interest, except interest accrued but not due, and of principal and premium, shall have been paid in full, then in every such case, the Owners of a majority in aggregate principal amount of the Bonds then Outstanding (or their representative), by written notice effective upon deposit in the mail if sent by certified or registered mail, postage prepaid, return-receipt requested, given to the Borrower, the Issuer, the Fiscal Agent and the other Owners of Bonds then Outstanding, may rescind and annul such declaration and its consequences, but not such rescission or annulment shall extend to or affect any other event of default, or impair any rights consequent thereon.

SECTION 31. *Defeasance.* If the Issuer shall pay or cause to be paid, or there shall otherwise be paid, to the Owners of all of the Bonds, or their representatives, the principal of, premium, if any, and interest due or to become due thereon, at the times and in the manner stipulated in the Bonds and this Bond Ordinance, and if all other amounts due hereunder and under the Instruments are paid in full, then the pledge and assignment of any revenues and receipts from or in connection with the Project hereunder and under the Instruments, and the estate and rights hereby and thereby granted, and all covenants, agreements and other obligations of the Issuer to the Owners of the Bonds shall cancel and discharge the lien hereof, of the IDB Code Provisions and of the Instruments, and shall execute and deliver to the Issuer, the Borrower and the Fiscal Agent, and record in all offices appropriate therefor, all such instruments as may be appropriate to satisfy and discharge such lien and to evidence such discharge and satisfaction; and the Fiscal Agent, the Issuer and the Owners of the Bonds shall pay over and deliver to the Borrower or its order all moneys or securities held by them or their representative pursuant to this Bond Ordinance and the Instruments which are not required for the payment of the principal of, premium, if any, or interest on the Bonds not theretofore paid or redeemed and all other amounts due under this Bond Ordinance and the Instruments.

All Bonds paid or redeemed in full shall be returned to the Borrower.

SECTION 32. *Provisions Relating to the Fiscal Agent.*

(a) The Fiscal Agent shall signify its acceptance of its duties and obligations hereunder and under the Instruments by its execution of the Fiscal Agent Agreement. All provisions of this Section shall be construed as extending to and including all of the rights, duties and obligations imposed upon the Fiscal Agent hereunder and under the Instruments, as fully for all intents and purposes as if this Section were contained therein.

(b) (i) The Fiscal Agent shall have no responsibility for the validity or sufficiency hereof or of the Instruments, or the security provided hereunder and thereunder, or for the due execution hereof and thereof by the Issuer and the other parties thereto, or in respect of the title to or the value of the Project, or in respect of the validity of any Bonds issued hereunder, or to see to the recording or filing of the Mortgage, any financing statement or any other document or instrument whatsoever. The recitals, statements and representations contained in this Bond Ordinance and in the Bonds shall be construed as having been made by and on behalf of the Issuer, and not by and on behalf of the Fiscal Agent, and the Fiscal Agent does not assume any responsibility for the correctness of the same.

(ii) the Fiscal Agent shall not be liable or responsible for the failure of the Issuer to perform any act required of it hereby or by the Instruments, or for the loss of any moneys arising through the insolvency or the act, default or omission of any depository other than itself in which such moneys shall have been deposited hereunder or under the Instruments. The Fiscal Agent shall not be responsible for the application of any of the proceeds of the Bonds or any other moneys deposited with it and paid out, invested, withdrawn or transferred in accordance herewith and with the Instruments, or for any loss resulting from any such investment. Notwithstanding any other provision contained herein or in the Instruments, the Issuer shall not be liable or responsible for the disposition by the Fiscal Agent of the proceeds of the Bonds, provided that the Issuer shall have properly caused the same to be deposited with the Fiscal Agent. The Fiscal Agent shall not be liable in connection with the performance of its duties hereunder and under the Instruments, except for its own misconduct, negligence or bad faith. The immunities and exemptions from liability of the Fiscal Agent contained herein shall extend to its directors, officers, employees and agents.

(iii) The Fiscal Agent, prior to the occurrence of an event of default, and after the curing of all events of default which any have occurred, shall undertake to perform only such duties as are specified to be performed by the Fiscal Agent as set forth herein and in the Instruments.

(c) The Fiscal Agent shall be entitled to receive and collect from the Borrower payment or reimbursement for reasonable fees for services rendered hereunder and under the Instruments, and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Fiscal Agent in connection herewith and therewith. Before taking any action hereunder or thereunder, the Fiscal Agent may require that a satisfactory indemnity bond be furnished by the Borrower for the reimbursement of all expenses to which the Fiscal Agent may be put, and to protect it against all liability, except liability which has resulted from its own misconduct, negligence or bad faith by reason of any action taken or omitted.

(d) The Fiscal Agent shall be protected and shall incur no liability in acting or proceeding, or in not acting or not proceeding, in good faith, reasonably and in accordance with the terms hereof and of the Instruments, upon any ordinance, resolution, order, notice, request, consent, waiver, certificate, statement, affidavit, requisition, bond or other paper or document which it shall in good faith believe to be genuine and to have been adopted or signed by the proper Person, or to have been prepared and furnished pursuant to any provision hereof and of the Instruments, or upon the written opinion of Independent Counsel or Bond Counsel, or an Independent Engineer, appraiser or accountant believed in good faith by the Fiscal Agent to be qualified in relation to the subject matter.

(e) The Fiscal Agent may resign and thereby become discharged of its duties hereunder and under the Instruments by notice in writing given to the Issuer, the Owners of the Bonds and the Borrower, but such resignation shall only take effect upon the appointment of a successor fiscal agent pursuant to the subsection (f) of this Section 32.

The Fiscal Agent may be removed at any time by an instrument or concurrent instruments in writing, filed with the Fiscal Agent, the Issuer and the Borrower, and signed by the Owners of a majority in aggregate principal amount of the Bonds then Outstanding. The Fiscal Agent shall promptly give notice of its receipt of such filing to the Issuer, the Borrower and the Owners of the Bonds.

(f) If at any time the Fiscal Agent shall resign, be removed, be dissolved or otherwise become incapable of acting in such capacity, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator thereof or of its property shall be appointed, or if any public officer shall take charge or control of the Fiscal Agent or of its property or affairs, or if the position of the Fiscal Agent shall become vacant for any other reason, the Issuer shall, upon giving notice to the Borrower and the Owners of the Bonds, appoint a successor Fiscal Agent to fill such vacancy.

(g) Any business entity into which the Fiscal Agent may be merged or converted, or with which it may be consolidated, or any business entity resulting from any merger, conversion or consolidation to which the Fiscal Agent shall be a party, or any business entity to which the Fiscal Agent may sell or transfer all or substantially all of its assets, provided such business entity shall be a national banking association or a bank or trust company duly organized under the laws of any state of the United States of America, and located in and authorized to conduct a banking or trust business in the State, and authorized by law to perform all the duties imposed upon the Fiscal Agent hereby and by the Instruments, shall be the successor to such Fiscal Agent without the execution or filing of any paper, or the performance of any further act, except that such successor Fiscal Agent shall give notice of such to the Issuer, the Borrower and the Owners of the Bonds.

SECTION 33. *Issuance of Additional Bonds.* As long as no event of default is occurring, the Issuer, at the written request of the Borrower, subject to the prior written approval of the Bond Purchaser, and to the extent permitted by law in effect at the time thereof, shall use its best efforts to issue Additional Bonds on a parity with the Series 1981 Bond and any Additional Bonds theretofore or thereafter issued for the purpose specified in Section 2.2(e) of the Loan Agreement. Before any Additional Bonds are delivered, there shall be delivered to the Fiscal Agent and the Owners of the Bonds the items required as a prerequisite thereto by Section 34 hereof.

Additional Bonds shall be issued in such series and principal amounts, shall be dated, shall be in fully registered form (without coupons), shall be numbered, shall bear interest at such rates, shall be subject to prepayment or redemption at such times and prices, and in such manner, and shall mature in such years as the ordinance amendatory hereof and supplemental hereto authorizing the issuance thereof shall fix and determine. The Bond Purchaser shall have a right of first refusal as to the purchase of any Additional Bonds issued in accordance with this Section 33.

SECTION 34. *Delivery of Additional Bonds; Deposit of Proceeds.* Upon the execution and delivery in each instance of an appropriate ordinance amendatory hereof and supplemental hereto, the Issuer shall issue, execute and deliver to the purchaser or purchasers thereof such Additional Bonds as hereafter in this Section 34 provided. Prior to the delivery of any Additional Bonds, there shall be filed with the Fiscal Agent and the Owners of the Bonds:

(a) A valid and effective amendment to the Loan Agreement, pursuant to Section 9.5 thereof, providing for the inclusion within the Project of any real and personal properties (or interests therein) to be acquired by purchase or construction from the proceeds of the Additional Bonds, and providing for an increase in the obligations of the Borrower under Section 4.2 of the Loan Agreement.

(b) A valid and effective modificatory or amendatory ordinance providing for the issuance of such Additional Bonds, and subjecting to the lien hereof and of the Instruments, as appropriate, any and all real estate and interests therein, and any buildings, structures, facilities, machinery, equipment, fixtures and related property, and interests therein (whether real, personal or mixed), acquired by purchase or construction from the proceeds of such Additional Bonds, and pledging and assigning the additional amounts payable under the Loan Agreement to the payment of the Bonds.

(c) A valid and effective modificatory or amendatory ordinance authorizing such amendment to the Loan Agreement and the Assignment.

(d) A certificate signed by the Authorized Borrower Representative to the effect that no event of default is occurring or will result from the issuance of such Additional Bonds.

(e) An opinion of Bond Counsel to the effect that the issuance of such Additional Bonds will not affect the tax exempt status of all Bonds then Outstanding.

(f) An amendment to the Collateral Security Agreement and the Mortgage providing for the inclusion within the Mortgaged Property covered thereby of the real and personal properties (or interests therein) to be acquired by purchase or construction from the proceeds of the Additional Bonds.

The proceeds of such Additional Bonds shall be paid over to the Fiscal Agent and deposited to the credit of the Construction Fund as provided in Section 13 hereof (or to such other trust funds as are provided and created by the amendatory or supplemental ordinance).

SECTION 35. *Authorization and confirmation of the Sale of the Series 1981 Bond.* The sale of the Series 1981 Bond to the Bond Purchaser at a price of 100% of the principal amount thereof, pursuant to the form, terms and provisions of this Bond Ordinance, is hereby approved and confirmed.

SECTION 36. *Form, Execution and Authorization of Instruments.* The Issuer, by its Mayor and its City Clerk, is authorized to enter into the Loan Agreement, the Assignment, the Fiscal Agent Agreement and the Home Office Payments Agreement, which instruments are to be substantially in the form now before this meeting and hereby approved, and which instruments the Mayor and the City Clerk of the Issuer are hereby authorized and directed to execute for and on behalf of, and as the act and deed of, the Issuer. The Loan Agreement, the Assignment, the Fiscal Agent Agreement and the Home Office Payments Agreement, as executed and delivered by the Mayor and the City Clerk of the Issuer, shall each be in substantially the respective forms

now before this meeting and hereby approved, or with such changes therein as shall be approved by the officers of the Issuer executing the same, their execution thereof to constitute conclusive evidence of their approval and the approval of the City Council of the Issuer of any and all changes or revisions therein from the forms of said instruments now before this meeting; and from and after the execution and delivery of the above-mentioned instruments, the officers, agents and employees of the Issuer are hereby authorized, empowered and directed to do all such acts and things, and to execute all such documents and instruments, as may be necessary to carry out and comply with the provisions of this Bond Ordinance and said Loan Agreement, Assignment, Fiscal Agent Agreement and Home Office Payments Agreement, as executed. The foregoing authorization includes an authorization to the City Clerk, or his designee, of the Issuer to execute and deliver on behalf of the Issuer any certifications required by the Bond Counsel pursuant to Section 103(c) of the Code.

SECTION 37. *Execution of Other Instruments and Certificates.* The Mayor and the City Clerk, for and on behalf of the Issuer, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Instruments by the parties thereto, the performance of all obligations of the Issuer under and pursuant to the Instruments, the execution and delivery of the Bonds, and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Bond Ordinance and the Instruments. The Mayor and the City Clerk of the Issuer are hereby further authorized and directed for and on behalf of the Issuer, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this Bond Ordinance and the Instruments, or to evidence the said authority and its exercise. The Mayor and the City Clerk of the Issuer may delegate, to the extent permitted by law, to their appropriate deputies and assistants the authority hereby granted to execute such papers, documents, certificates and other instruments.

SECTION 38. *Priority of Instruments.* This Bond Ordinance is adopted and the Instruments are executed in order to secure funds to finance the acquisition, construction, remodeling, repair, rehabilitation and equipping of the Project, and, by reason thereof, it is intended that this Bond Ordinance and the Instruments shall be superior to any laborer's, mechanic's, materialmen's or other liens which may be placed upon the Project.

SECTION 39. *Creation of Lien; Indebtedness.* The Issuer shall not create or suffer to be created any lien or charge upon, or pledge of, the revenues and receipts (other than revenues and receipts arising pursuant to those of the Issuer's Unassigned Rights pertaining to being held harmless, being reimbursed for expenses or being indemnified) derived from or in connection with the Project, except the lien, charge and pledge created hereby, by the Instruments, by the IDB Code Provisions and by the Bonds.

The Issuer shall not incur any indebtedness, or issue any evidences of indebtedness, other than the Bonds herein authorized, secured by a lien on or pledge of such revenues and receipts (other than revenues and receipts arising pursuant to those of the Issuer's Unassigned Rights pertaining to being held harmless, being reimbursed for expenses or being indemnified) which is prior to or equal with the lien and pledge securing the Bonds hereunder, said lien continuing as long as any of the Bonds are Outstanding. The Issuer further covenants and agrees not to sell, convey, transfer, mortgage or encumber its interest in the Loan Agreement, except as specifically permitted by the Instruments.

SECTION 40. *Instruments of Further Assurance; Bondowner Representatives.* The Issuer covenants that it will do, execute, acknowledge, adopt and deliver, or cause to be done, executed, acknowledged, adopted and delivered, such supplemental ordinances and further acts, instruments and transfers as a majority in aggregate principal amount the Owners of the Bonds may reasonably require for the better assuring, transferring, conveying, pledging, assigning and confirming unto all of the Owners of the Bonds, all and

singular, the property herein described, and the revenues and receipts pledged hereby to the payment of the principal of, premium, if any, and interest on the Bonds. Any and all property hereafter acquired which is of the kind or nature herein provided to be and become subject to the lien hereof, of the IDB Code Provisions and of the Instruments shall, *ipso facto*, and without any further conveyance, assignment or act on the part of the Issuer or the Owner of the Bonds, become and be subject to the lien hereof, of the IDB Code Provisions and of the instruments as fully and completely as though specifically described herein and therein; but nothing in this sentence contained shall be deemed to modify or change the obligations of the Issuer heretofore made by this Section 40.

The Owners of the Bonds may appoint any representative, as provided in the Instruments, to act on their behalf. All references to the Owners of the Bonds herein shall be deemed to include any representative so appointed.

SECTION 41. *Recording and Filing.* The Mortgage, or any appropriate summary thereof, shall be recorded by the Borrower in the real property record of Cook County, Illinois, and in such other offices as may be at the time provided by the laws of the State as the proper places for the recordation thereof. The security interests granted to the Owners of the Bonds by the Issuer relative to the Issuer's rights under the Loan Agreement, and by the Borrower relative to the Borrower's rights in the Personal Property constituting a part of the Project pursuant to the Collateral Security Agreement, shall be perfected by the Borrower in the manner required by the State Uniform Commercial Code. Any security agreement or interest, or mortgage or other lien, which might in any way conflict with or supercede the priority of such security interests and mortgage lien shall be released or subordinated so as not to impair the priority of the security interests and mortgage lien required to be created hereby and by the Instruments. The Mortgage shall be re-recorded and re-indexed by the Borrower whenever, in the opinion of the Owners of a majority in aggregate principal amount of Bonds Outstanding, such action is necessary to preserve the lien hereof and thereof; and, in addition, such financing or continuation statements as in the opinion of the Owners of a majority in aggregate principal amount of Bonds Outstanding may become necessary to preserve the above-mentioned security interests shall be filed in such offices by the Borrower as shall be required by the State Uniform Commercial Code to maintain the prior perfected status required hereby. The Borrower will within twenty (20) days after each such filing, recording or other act, furnish the Owners of the Bonds with an opinion of Independent Counsel as to the adequacy, and reciting the details, of such filing, recording or other act, and specifying any re-recording or re-filing to be effected in the future with respect to the mortgage lien and security interests required to be created hereby and by the Instruments.

SECTION 42. *Taxes, Charges and Assessments.* Pursuant to Section 5.7 of the Loan Agreement, the Borrower has agreed to promptly pay, or to cause to be promptly paid, all lawful taxes, assessments, imposts and governmental charges at any time levied or assessed upon or against the Project, or any part thereof, which might impair or prejudice the lien and pledge created hereby, by the IDB Code Provisions and by the Instruments; provided, however, that nothing contained in this Section shall require there to be paid any such taxes, assessments, imposts or charges as long as the validity thereof is being contested in accordance with Section 5.8 of the Loan Agreement, in good faith and by appropriate legal proceedings; and provided further that such delay in payment shall not be subject to the Project or any part thereof to forfeiture of sale. Nothing contained herein, in the IDB Code Provisions or in the Instruments shall be construed as exempting the property of the Borrower or any other Person from the application of the Issuer's power of eminent domain, prohibiting the application of any law or regulation, or obviating any obligation of the Borrower or any other Person to any lawful tax or special assessment.

SECTION 43. *Maintenance and Repairs, Insurance.* Pursuant to Section 5.6 of the Loan Agreement, the Borrower has agreed that it will at all times cause the Project to be maintained, preserved and kept in good condition, repair and working order, and that it will from time to time cause to be made all needed repairs so that the operation and business pertaining to the Project shall at all times be conducted properly, and so that the Project shall be fully maintained as an "industrial development project" within the meaning of the IDB Code Provisions.

Pursuant to Section 5.9 of the Loan Agreement, the Borrower has agreed to keep, or to cause to be kept, at all times while the Bonds are Outstanding, the Project insured against such risks as are customarily insured against by businesses of like size and type as the Borrower.

SECTION 44. *Rights Under Loan Agreement.* The Issuer agrees that the Owners of the Bonds (or their representative), as pledgees and assignees of certain revenues and receipts derived from the Loan Agreement under the Assignment, in their respective names or in the name of the Issuer, shall, subject to the provisions thereof, have the legal power to exercise all of the rights, powers and privileges of the Issuer under the Loan Agreement, including the right to enforce all of the obligations of the Borrower thereunder, whether or not the Issuer is in default in its covenant to enforce such rights and obligations.

SECTION 45. *Provisions of this Bond Ordinance Separable.* The provisions of this Bond Ordinance are hereby declared to be separable; and if any section, phrase or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereof.

SECTION 46. *Covenants, Stipulations, Obligations and Agreements of the Issuer.* All covenants, stipulations, obligations and agreements of the Issuer contained herein and in the Instruments shall be deemed to be the covenants, stipulations, obligations and agreements of the Issuer to the full extent authorized or permitted by law, and all such covenants, stipulations, obligations and agreements shall be binding upon the Issuer and its successors from time to time, and upon any board or body to which any powers or duties affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law; and, except as otherwise provided in this Bond Ordinance, the IDB Code Provisions or in the Instruments, all rights, powers and privileges conferred, and duties and liabilities imposed, upon the Issuer by the provisions of this Bond Ordinance, the IDB Code Provisions and the Instruments shall be executed or performed by the Issuer or by such officer, board or body as may be required by law or ordinance or regulation to exercise such powers and to perform such duties.

No covenant, stipulation, obligation or agreement contained herein or in the Instruments shall be deemed to be a covenant, stipulation, obligation or agreement of any officer, agent or employee of the Issuer, nor shall any officer executing the Bonds be personally liable on the Bonds, or be subject to any personal liability or accountability, by reason of the issuance thereof. The liability of the Issuer under this Section 46 shall be limited in nature as provided in Section 3 hereof.

SECTION 47. *Small Issue Election.* The Issuer hereby elects to have the provisions of Section 103(b) (6) (D) of the Code applied to the Series 1981 Bond issued pursuant to this Bond Ordinance, and the Mayor of the Issuer, or her duly authorized designee, is hereby authorized, empowered and directed to take any and all such further action required to implement and effectuate such election, including, without limitation, the preparation and filing of such statements or other documents as may be deemed by them to be necessary or advisable in order to comply with the procedures set forth in Section 1.103-10(b) (2) (vi) of the Regulations; and all acts heretofore taken by the Mayor of the Issuer in this connection are hereby ratified and confirmed.

SECTION 48. *Conflicting Resolutions and Ordinances.* All resolutions, ordinances and provisions of the Municipal Code of the City of Chicago in conflict herewith are, for purposes of this Bond Ordinance only, hereby repealed to the extent of such conflict. Notwithstanding the foregoing sentence, the initial ordinance of the Issuer with respect to the Project, adopted on October 6, 1981, shall not be repealed either in whole or in part.

SECTION 49. *Effective Date.* This Bond Ordinance shall take effect and be in force from and after its adoption.

[Loan, Home Office Payments, Fiscal Agent and Pledge and Assignment
Agreements omitted for printing purposes]

**Authority Granted for Issuance of \$1,500,000 Industrial Development
Revenue Bond, Series 1981-A for The Ellis Cappadocia
Management Partnership (d/b/a The Confections
Group)/Farley Candy Company.**

The Committee on Finance submitted a report (referred on November 4, 1981) recommending that the City Council pass a proposed ordinance transmitted therewith to authorize the issuance of an Industrial Revenue Bond Series 1981-A in the amount of \$1,500,000 for the acquisition of land, existing buildings and related improvements for the Ellis Cappadocia Management Partnership (d/b/a The Confections Group)/Farley Candy Company project.

On motion of Alderman Frost the said proposed ordinance was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Barnett, Evans, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--43.

Nays--None.

The following is said ordinance as passed:

WHEREAS, The City of Chicago, Illinois (the "Issuer") is a duly constituted and existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois having a population in excess of 25,000 and is a home rule unit under Section 6(A) of Article VII of said Constitution; and

WHEREAS, The Issuer, as a home rule unit, and pursuant to Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Enabling Ordinance"), is authorized and empowered to issue its revenue bonds to finance the costs of "industrial development projects," as defined in the Enabling Ordinance, to the end that the Issuer may be able to relieve conditions of unemployment within the boundaries of the Issuer; and

WHEREAS, As a result of negotiations between the Issuer and Ellis/Cappadocia Management Partnership, a Florida general partnership (the "Owner"), contracts have been or will be entered into by the Owner for the acquisition of land, existing buildings and related improvements, the further construction and renovation thereof and the installation of machinery and equipment therein, all to constitute an industrial facility (the "Project") within the boundaries of the Issuer, to be leased by the Owner to Farley Candy Company, a Delaware corporation (the "Company"), and it is proposed that the Issuer shall enter into a Loan Agreement dated as of November 1, 1981 (hereinafter the "Loan Agreement") with the Owner pursuant to which the Issuer shall lend the Owner a sum sufficient to accomplish such acquisition, construction and installation, and the Issuer is willing to issue its industrial development revenue bonds to finance the Project upon terms which will be sufficient to pay a portion of the cost of the acquisition and installation of the Project as evidenced by such industrial development revenue bonds, all as set forth in the details and provisions of the Loan Agreement; and

WHEREAS, It is estimated that the costs of the Project, including costs relating to the preparation and issuance of the industrial development revenue bonds, will be not less than \$1,500,000; and

WHEREAS, The Project will be of the character and will accomplish the purposes provided by the Enabling Ordinance, and will create additional employment opportunities in the City of Chicago, Illinois; and

WHEREAS, The Issuer proposes to sell the industrial development revenue bonds hereinafter authorized and designated "Industrial Development Revenue Bonds (Farley Candy Company Project) 1981 Series A" upon a negotiated basis to the Purchaser hereinafter named; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

Definitions

SECTION 1. The following words and terms as used in this Ordinance shall have the following meanings unless the context or used indicates another or different meaning or intent:

"Assignment of Rents and Lease" means the Assignments of Rents and Lease dated as of November 1, 1981 from the Owner to the Issuer.

"Bond Purchase Agreement" means the Bond Purchase Agreement dated as of November 1, 1981 among the Issuer, the Owner and the Purchaser.

"1981 Series A Bonds" means the 1981 Series A Bonds authorized to be issued hereunder.

"Indenture" means the Indenture of Trust dated as of November 1, 1981 between the Issuer and the Trustee.

"Issuer" means the City of Chicago, Illinois and its successors and assigns.

"Leases" means the Industrial Building Lease and the Equipment Lease, both dated as of November 1, 1981 between the Owner and the Company pursuant to which the Owner leases to the Company all real and personal property constituting the Project.

"Loan Agreement" means the Loan Agreement dated as of November 1, 1981 between the Issuer and the Owner.

"Mortgage" means the Mortgage and Security Agreement date as of November 1, 1981 from the Owner to the Issuer.

"1981 Series A Notes" means the one or more 1981 Series A Notes provided for in Section 4.2 of the Loan Agreement wherein the Owner promises to make installment payments in satisfaction of the Owner's debt to the Issuer under the Loan Agreement.

"Ordinance" means this Ordinance.

"Owner" means Ellis/Cappadocia Management Partnership, a Florida general partnership, and its successors and assigns permitted by the Loan Agreement.

"Project" means the land, buildings, related improvements, machinery and equipment which are to be purchased by the Owner with moneys received under the Loan Agreement.

"Purchaser" means National Boulevard Bank of Chicago, in its individual capacity.

"Reimbursements" means the reimbursements required to be paid to the Bondholders in the event that interest on the 1981 Series A Bonds becomes subject to Federal income tax, as provided in the Indenture.

"Trustee" means National Boulevard Bank of Chicago, as Trustee under the Indenture, and its successors in trust.

Authorization of the Project

SECTION 2. In order to promote the general welfare of the City of Chicago, Illinois and its inhabitants by relieving conditions of unemployment and encouraging the increase of industry, the Project shall be and is hereby authorized to be financed as described herein. The estimated cost of the acquisition of the Project is not less than \$1,500,000, which will be provided by the issuance of the 1981 Series A Bonds hereinafter authorized and the loan of the proceeds thereof to the Owner. It is hereby found and declared that the financing of the Project and the use thereof by the Company as hereinafter provided is necessary to accomplish the public purposes described in the preamble hereto, and that in order to further secure the 1981 Series A Bonds, the mortgaging of the Project, the assignment of the Leases thereof by the Owner to the Issuer and the assignment of the Mortgage and the Assignment of Rents and Lease by the Issuer to the Trustee is necessary and proper.

Authorization and Payment of 1981 Series A Bonds

SECTION 3. For the purposes of financing the cost of the Project there shall be and there is hereby authorized to be issued by the Issuer its Industrial Development Revenue Bonds (Farley Candy Company Project) 1981 Series A in the principal amount of \$1,500,000. The 1981 Series A Bonds shall be issued in the forms and denominations set forth in the Indenture, shall be dated, except as otherwise provided in the Indenture, as of the date of their original issue, shall be numbered as provided in the Indenture, shall bear interest, payable on December 31, 1981 and quarterly thereafter, at a floating rate equal to 75% of the Purchaser's prime rate from time to time prevailing, as provided therein, and shall be payable

in mandatory quarterly installments of principal from March 31, 1983 through December 31, 1987. The Bonds shall be subject to redemption at the option of the Owner prior to maturity upon the terms and conditions set forth in the Indenture and may be exchanged at the option of the Owner for 1981 Series A Bonds of like tenor, but bearing interest 2% above the Purchaser's prime rate, as provided therein, in the event the Owner elects not to redeem the 1981 Series A Bonds if the interest thereon becomes subject to Federal income tax.

Principal and interest and any premium and Reimbursements shall be payable at the principal office of the Trustee in Chicago, Illinois, except as otherwise provided in the Indenture.

The 1981 Series A Bonds may be prepared in typewritten, printed or engraved form.

The 1981 Series A Bonds shall be signed by the Mayor by her manual or facsimile signature and attested to by the Manual signature of the City Clerk of the Issuer, and the corporate seal of the Issuer shall be affixed thereto or imprinted thereon.

1981 Series A Bonds Are Limited Obligations

SECTION 4. The 1981 Series A Bonds, together with interest thereon, shall be limited obligations of the Issuer secured by pledge under the Indenture of the Loan Agreement, the 1981 Series A Notes, the Mortgage and the Assignment of Rents and Lease and shall be payable solely from the revenues and receipts derived from the Loan Agreement and the 1981 Series A Notes authorized to be issued thereunder (except to the extent paid out of moneys attributable to the 1981 Series A Bond proceeds or the income from the temporary investment thereof), and shall be a valid claim of the owner thereof only against the funds and other moneys held by the Trustee and the revenues and receipts derived from the Loan Agreement and the 1981 Series A Notes, which revenues and receipts shall be used for no other purpose than to pay the principal of, premium and Reimbursements, if any, and interest on the 1981 Series A Bonds, except as may be expressly authorized otherwise in this Ordinance, the Indenture or the Loan Agreement. The 1981 Series A Bonds and the obligation to pay interest thereon do not now and shall never constitute an indebtedness or a loan of credit of the Issuer, the State of Illinois or any political subdivision thereof, or a charge against their general taxing powers, within the meaning of any constitutional or statutory provisions of the State of Illinois, but shall be secured as aforesaid, and are payable solely from the revenues and receipts from the Loan Agreement and the 1981 Series A Notes.

Assignment, Mortgage and Indenture

SECTION 5. As security for the due and punctual payment of the 1981 Series A Notes, the Owner has executed and recorded the Mortgage and the Assignment of Rents and Lease in the forms presented to the governing body of the Issuer, which Mortgage and Assignment of Rents and Lease are now on file on the official records of the Issuer. As security for the due and punctual payment of the principal of, premium and Reimbursements, if any, and interest on the 1981 Series A Bonds, all rights, title, interest and remedies of the Issuer under the Loan Agreement (except Sections 5.3 and 6.3 thereof), the 1981 Series A Notes, the Mortgage and the Assignment of Rents and Lease will be assigned and pledged to the Trustee pursuant to the terms of the Indenture.

In conjunction with the above assignments and pledges to the Trustee and to provide the Trustee with the means to perform its obligations thereunder, the Issuer will assign and pledge to the Trustee all revenues and receipts derived by the Issuer pursuant to the Loan Agreement and the 1981 Series A Notes (except any payment made pursuant to Section 5.3 of the Loan Agreement relating to indemnification of the Issuer by the Owner or Section 6.3 relating to the Owner's obligation to pay any attorney's fees and expenses incurred by the Issuer upon the Owner's default) and all rights and remedies of the Issuer under the Loan Agreement to enforce payment therefor. In addition, the 1981 Series A Bonds will be guaranteed by the Owner and its subsidiaries, including the Company, pursuant to a Guaranty Agreement dated as of November 1, 1981 with the Trustee.

Sale of the 1981 Series A Bonds; Execution of Documents

SECTION 6. (a) The sale to the Purchaser pursuant to the Bond Purchase Agreement of the 1981 Series A Bonds hereby authorized at a purchase price of 100% of the principal amount thereof, plus any interest accrued from the date of the 1981 Series A Bonds to the date of delivery thereof, is hereby approved by said governing body.

(b) The Loan Agreement, the Bond Purchase Agreement and the Indenture in substantially the forms in which the same have been presented to the governing body of the Issuer and which are now on file in the official records of the Issuer are hereby authorized and approved.

(c) The Mayor is hereby authorized and directed to execute the Loan Agreement, the Bond Purchase Agreement and the Indenture for and on behalf of the Issuer, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the Issuer.

Appointment of Trustee

SECTION 7. The appointment of National Boulevard Bank of Chicago as Trustee under the Indenture is hereby authorized, approved and confirmed.

Performance Provisions

SECTION 8. The Mayor, City Clerk, and City Comptroller for and on behalf of the Issuer be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the Issuer under and pursuant to this Ordinance, the advancement of the loan, the execution and delivery of the 1981 Series A Bonds and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance. The Mayor, City Clerk, and City Comptroller be, and they are hereby, further authorized and directed for and on behalf of the Issuer, to execute all papers, documents, certificates, financing statements and other instruments that may be required for the carrying out of the authority conferred by this Ordinance or to evidence said authority and to exercise and otherwise take all necessary action to the full realization of the rights, accomplishments and purposes of the Issuer under the Loan Agreement, the Bond Purchase Agreement and the Indenture and to discharge all of the obligations of the Issuer hereunder and thereunder.

Severability

SECTION 9. If any section, paragraph, clause or provision of this Ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.

Captions

SECTION 10. The captions or headings of this Ordinance are for convenience only and in no way define, limit or describe the scope or intent or any provision of this Ordinance.

Provisions in Conflict Not Controlling

SECTION 11. All ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby deemed not controlling, and this Ordinance shall be made available to the public by the City Clerk in appropriate form upon request at the office of the City Clerk, City Hall, Chicago, Illinois. Copies are to be made available in the office of the City Clerk for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this Ordinance. This Ordinance shall be in full force and effect upon its publication as herein and as by law provided.

[Bond Purchase, Guaranty, Assignment of Rents and Lease, Mortgage and Security and Loan Agreements omitted for printing purposes.]

Authority Granted for Issuance of \$900,000 Industrial Revenue Bond, Series 1981 (D.D.R. Leasing/Harris Industries Project).

The Committee on Finance submitted a report (referred on November 4, 1981) recommending that the City Council pass a proposed ordinance transmitted therewith to authorize the issuance of an Industrial Revenue Bond, Series 1981 in the amount of \$900,000 for the acquisition of land and an existing building for D.D.R. Leasing/Harris Industries Project.

On motion of Alderman Frost the said proposed ordinance was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Barnett, Evans, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--43.

Nays--None.

The following is said ordinance as passed:

WHEREAS, The City of Chicago, Cook County, Illinois (the "Issuer") is a duly constituted and existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois, having a population in excess of 25,000, and is a home rule unit of government under Section 6(a) of Article VII of said Constitution; and

WHEREAS, The Issuer, as a home rule unit, and pursuant to Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Enabling Ordinance"), is authorized and empowered to issue its revenue bonds to finance the costs of "projects" as defined in the Enabling Ordinance to the end that the Issuer may be able to relieve conditions of unemployment and to encourage the increase of industry within the boundaries of the City of Chicago, Illinois; and

WHEREAS, As a result of negotiations between the Issuer and D. D. R. Leasing, an Illinois partnership (the "Company"), contracts have been or will be entered into by the Company for the acquisition of land and an existing building located in the City of Chicago, Illinois, the renovation of said building and the acquisition and installation of various items of machinery, equipment and apparatus therein, such land, building, machinery, equipment apparatus and related property to constitute and "industrial development project" within the meaning of the Enabling Ordinance (the "Project"), and it is proposed that the Issuer shall enter into a Loan Agreement (hereinafter the "Agreement") with the Company pursuant to which the Issuer shall lend the Company a sum sufficient, together with other moneys of the Company, to accomplish such acquisition, installation and construction, and the Issuer is willing to issue its revenue bond to finance the Project upon terms which will be sufficient to pay a portion of the cost of the acquisition, installation and construction of the Project as evidenced by such revenue bond, which Project shall be leased by the Company to Harris Industries, an Illinois partnership, all as set forth in the details and provisions of the Agreement; and

WHEREAS, It is estimated that the costs of the Project, including costs relating to the preparation and issuance of the revenue bond, will be not less than \$900,000; and

WHEREAS, The Project will be of the character and will accomplish the purposes provided by the Enabling Ordinance, and will create additional employment opportunities in the City of Chicago, Illinois; and

WHEREAS, The Issuer proposes to sell the revenue bond hereinafter authorized and designated "Industrial Revenue Bond, Series 1981 (D. D. R. Leasing Project)" upon a negotiated basis to Harris Trust and Savings Bank, Chicago, Illinois; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

Definitions

SECTION 1. The following words and terms as used in this Ordinance shall have the following meanings unless the context or use indicates another or different meaning or intent:

"Agreement" means the Loan Agreement dated as of October 1, 1981, by and between the Issuer and the Company, as from time to time supplemented and amended.

"Assignment" means the Assignment and Security Agreement dated as of October 1, 1981, by and between the Issuer and the Bank, as from time to time supplemented and amended.

"Authorized Company Representative" means the person or persons who at the time shall have been designated as such pursuant to the provisions of the Agreement.

"Bank" means Harris Trust and Savings Bank, Chicago, Illinois, a banking association duly organized and validly existing under the laws of the State of Illinois, and its successors and assigns.

"Bonds" means the Bond authorized to be issued hereunder.

"Bond Fund" means the City of Chicago, Cook County, Illinois, Bond Fund (D. D. R. Leasing Project) created in Section 7 hereof.

"Bond Purchase Agreement" means the Bond Purchase Agreement dated as of October 1, 1981, by

and between the Issuer and the Bank, as from time to time supplemented and amended.

"Code" means the Internal Revenue Code of 1954, as amended.

"Company" means D. D. R. Leasing, a partnership duly organized and validly existing under the laws of the State of Illinois.

"Construction Fund" means the City of Chicago, Cook County, Illinois, Construction Fund (D. D. R. Leasing Project) created by Section 5 hereof.

The term "default" means those defaults, exclusive of any period of grace, specified in and defined in Section 11 hereof.

"Determination of Taxability" shall mean the earliest of (i) the date on which the Company is advised by the Internal Revenue Service that an Event of Taxability shall have occurred, or (ii) the date when the Company shall receive notice that the holder of the Bond has been assessed as includable in its Federal Gross income the interest on the Bond, or (iii) the date on which the Company has been advised that the Internal Revenue Service has notified the holder of the Bond that interest on the Bond is includable in the gross income of such holder.

"Event of Taxability" shall mean the occurrence of any event which has the effect of causing the interest payable on the Bond to become includable in the gross income for Federal income tax purposes of any holder or former holder of the Bond (other than a holder or former holder who is a "substantial user" or "related person" as such terms are defined in Section 103 of the Code).

The term "event of default" means those events specified in and defined in Section 11 hereof.

The words "hereof", "herein", "hereunder" and other words of similar import refer to this Ordinance as a whole.

"Issuer" means the City of Chicago, Cook County, Illinois, and its successors and assigns.

"Mortgage" means the Mortgage and Security Agreement dated as of October 1, 1981, from the Company to the Bank, as from time to time supplemented and amended.

"Note" means the Promissory Note provided for in Section 4.2(a) of the Agreement whereby the Company promises to make installment payments on the Note to the Bank for the account of the Issuer in satisfaction of the debt of the Company to the Issuer under the Agreement.

"Ordinance" means this Ordinance, as from time to time supplemented and amended.

"Premises" means the real and personal property subject to the lien of the Mortgage, as described therein.

"Prime Rate" means the rate of interest from time to time announced by the Bank as its prime commercial rate of interest.

"Project" means the building addition, machinery, equipment, apparatus and related property, which are to be financed in part with the moneys received by the Company from the Issuer under the Agreement.

Authorization of the Project

SECTION 2. That in order to promote the general welfare of the Issuer and its inhabitants by relieving conditions of unemployment and encouraging the increase of industry, the Project shall be and is hereby authorized to be financed as described herein. The estimated cost of the acquisition, installation and construction of the Project is not less than \$900,000, of which will be provided by the issuance of the Bond hereinafter authorized and the loan of the proceeds thereof to the Company. It is hereby found and declared that the financing of the Project and the use thereof by the Company as hereinafter provided is necessary to accomplish the public purposes described in the preamble hereto, and that in order to secure the Bond, the assignment and pledge to the Bank of all right, title and interest of the Issuer in and to the Agreement and the Note (and any right, title or interest of the Issuer in and to the Mortgage and the Premises) and the mortgaging of the Premises by the Company to the Bank are necessary and proper.

Authorization and Payment of Bond

SECTION 3. That for the purpose of financing a portion of the cost of the Project there shall be and there is hereby authorized to be issued by the Issuer its Industrial Revenue Bond, Series 1981 (D. D. R. Leasing Project), in the principal amount of \$900,000, dated the date of its delivery, lettered R and numbered 1, payable to the order of Harris Trust and Savings Bank, or its assigns, maturing in 47 consecutive quarterly principal installments consisting of (i) 46 consecutive equal quarterly principal installments of \$15,000, payable on March 31, 1982, and on the last day of each June, September, December and March thereafter to and including June 30, 1993, and (ii) a final quarterly principal installment of \$210,000, payable on September 30, 1993, and bearing interest from the date of the Bond on the unpaid principal balance thereof at the rate of sixty-five percent (65%) of the Prime Rate, as in effect on the date of the Bond and on the last day of each June, September, December and March thereafter, with any change in said rate caused by a change in the Prime Rate to be and become effective as of said last day in said June, September, December and March, with the first such interest payment due on December 31, 1981 and interest due thereafter on the quarterly maturity dates of the principal installments of the Bond, except as the provisions hereinafter set forth with respect to redemption prior to maturity or payment of interest at the Taxable Rate (as hereinafter defined) may become applicable thereto. Upon the occurrence of a Determination of Taxability this Bond shall bear interest at the hereinafter defined Taxable Rate from the Event of Taxability. The "Taxable Rate" shall be the Prime Rate for the period from the date of this Bond through and including September 30, 1985, shall be the Prime Rate plus $\frac{1}{4}$ of 1% for the period from October 1, 1985 through and including September 30, 1989, and shall be the Prime Rate plus $\frac{1}{2}$ of 1% for the period from October 1, 1989 through and including September 30, 1993 and such Taxable Rate shall change from time to time as the Prime Rate changes. Interest shall be computed on the basis of a calendar year of 365 days and charged on a daily basis.

The principal installments of and interest on the Bond shall be payable to Harris Trust and Savings Bank or its assigns in lawful money of the United States of America at the principal office of the Bank in the City of Chicago, Illinois. The Bank shall note on the Payment Record attached as Schedule A to the Bond the date and amount of payment of each principal installment (whether at maturity or upon redemption or acceleration) and interest then being paid and of principal installments (whether at maturity or upon redemption or acceleration) and interest theretofore paid and not yet noted thereon and, upon request of the Company or the Issuer, the Bond shall be made available by the holder for inspection by the Company or the Issuer at the principal office of the Bank in the City of Chicago, Illinois. At least annually, the Bank shall notify the Issuer of the payment of the principal installments of the Bond (whether at maturity or upon redemption or acceleration) and shall include in such notification a statement of the unpaid balance of the Bond.

The Bond, together with interest thereon, shall be a limited obligation of the Issuer secured by the Agreement and the Note and a mortgage on and security interest in the Premises in favor of the Bank pursuant to the Mortgage, and shall be payable solely from the revenues and receipts derived from the Agreement and the Note (except to the extent paid out of moneys attributable to the Bond proceeds or the income from the temporary investment thereof), and shall be a valid claim of the owner thereof only against the Bond Fund and other moneys held by the Bank and the revenues and receipts derived from the Agreement and the Note, which revenues and receipts shall be used for no other purpose than to pay the principal installments of and interest on the Bond, except as may be expressly authorized otherwise in this Ordinance and in the Agreement. The Bond and the obligation to pay interest thereon does not now and shall never constitute an indebtedness or a loan of credit of the Issuer, the State of Illinois or any political subdivision thereof, or a charge against their general taxing powers, within the meaning of any constitutional or statutory provision, but shall be secured as aforesaid, and is payable solely from the revenues and receipts from the Agreement and the Note (except as stated aforesaid).

The principal installments of the Bond shall be subject to redemption prior to maturity if the Company exercises its option to prepay the Note or a portion thereof pursuant to Section 7.1 of the Agreement, at any time, in whole, or in part by installment in the inverse order of maturity of the principal installments of the Bond, at a redemption price of par plus accrued interest to the date fixed for redemption and without premium.

Upon the receipt by the Issuer and the Bank or at least 30 days prior written notice from the Company specifying a date for the prior redemption of principal installments of the Bond and the principal installments thereof to be so redeemed, the Bank shall, to the extent that amounts are or become available therefor in the Bond Fund, redeem the principal installments of the Bond in accordance with the preceding paragraph. All principal installments of the Bond designated for prior redemption will cease to bear interest on the specified redemption date, provided funds for their redemption are on deposit at the Bank on such date.

The Bond may be prepared in typewritten, printed or engraved form.

The Bond shall be signed by the Mayor of the Issuer by her manual signature, and attested by the manual signature of the City Clerk of the Issuer, and the corporate seal of the Issuer shall be affixed thereto. In case any official whose signature shall appear on the Bond shall cease to be such official before the delivery of the Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

In the event the Bond is mutilated, lost, stolen or destroyed, the Issuer may execute a new Bond of like date, tenor and maturity as that Bond mutilated, lost, stolen or destroyed; provided that, in the case the Bond is mutilated, such mutilated Bond shall first be surrendered to the Issuer, and in the case the Bond is lost, stolen or destroyed, there shall be first furnished to the Issuer evidence of such loss, theft or destruction satisfactory to the Issuer, together with indemnity satisfactory to the Issuer. The Issuer shall duplicate on the Payment Record of the new Bond replacing the mutilated, lost, stolen or destroyed Bond all payments of principal (whether at maturity or upon redemption or acceleration) and interest which the Issuer's records indicate as having appeared on the mutilated, lost, stolen, or destroyed Bond. In the event all the principal installments of the Bond shall have matured, instead of issuing a duplicate Bond the Issuer may pay the same without surrender thereof. The Issuer may charge the holder or owner of the Bond with reasonable fees and expenses in this connection.

In any case where the date of maturity of interest on or any principal installment of the Bond or the date fixed for redemption of any principal installment or installments of the Bond shall be in the city where the principal office of the Bank is located, a Sunday or a legal holiday or a day on which banking institutions are authorized by law to close, then the payment of principal installments or interest need not be made on such date but may be made on the next succeeding business day with the same force and effect as if made on the date of maturity or the date fixed for redemption, but interest on the Bond shall accrue until paid.

Bond Form

SECTION 4. That the Bond, and the Payment Record - Schedule "A", shall be in substantially the following form:

United States of America

State of Illinois

County of Cook

City of Chicago

Industrial Revenue Bond, Series 1981, (D. D. R. Leasing Project)

Payable by the Issuer Solely and Only From Revenues and Receipts
Derived From the Loan Agreement and the Note Herein Defined.

R-1

\$900,000

Know All Men By These Presents that the City of Chicago, Cook County, Illinois, a municipality of the State of Illinois and a home rule unit of government created and existing under the Constitution and laws of the State of Illinois (the "Issuer"); for value received, promises to pay solely and only from the source and as hereinafter provided, to the order of Harris Trust and Savings Bank or its assigns (the "Bank"), the principal sum of: Nine Hundred Thousand Dollars (\$900,000) in 47 consecutive quarterly principal installments consisting of (i) 46 consecutive equal quarterly principal installments of \$15,000, payable on March 31, 1982, and on the last day of each June, September, December, and March thereafter to and including June 30, 1993, and (ii) a final quarterly principal installment of \$210,000, payable on September 30, 1993, together with interest from the date hereof on the unpaid balance hereof at the rate of sixty-five percent (65%) of the Prime Rate (as hereinafter defined), as in effect on the date of the Bond and on the last day of each June, September, December and March thereafter, with any change in said rate caused by a change in the Prime Rate to be and become effective as of said last day in said June, September, December, and March with the first such interest payment due on December 31, 1981 and interest due thereafter on the quarterly maturity dates of the principal installments of the Bond, except as the provisions hereinafter set forth with respect to redemption prior to maturity may become applicable hereto. Upon the occurrence of a Determination of Taxability (as defined in the hereinafter defined Ordinance) this Bond shall bear interest at the hereinafter defined Taxable Rate from the Event of Taxability (as defined in the Ordinance). The "Taxable Rate" shall be the Prime Rate for the period from the date of this Bond

through and including September 30, 1985, shall be the Prime Rate plus 1/4 of 1% for the period from October 1, 1985 through and including September 30, 1989, and shall be the Prime Rate plus 1/2 of 1% for the period from October 1, 1989 through and including September 30, 1993 and such Taxable Rate shall change from time to time as the Prime Rate changes. Interest shall be computed on the basis of a calendar year of 365 days and charged on a daily basis. If payment of any principal installment of or interest on this Bond is made on the next business day following a Sunday, a holiday or a day on which the Bank is authorized by law to close pursuant to the terms of the Ordinance hereinafter referred to, interest hereon shall accrue until paid. The principal installments hereof and interest hereon are payable in immediately available funds at the principal office of the Bank in the City of Chicago, Illinois. As used herein, "Prime Rate" means the rate of interest from time to time announced by the Bank as its prime commercial rate of interest.

Payments of principal installments of (whether at maturity or upon redemption or acceleration) and interest on this Bond shall be noted by the Bank on the Payment Record - Schedule "A" made a part of this Bond as provided in the Ordinance hereinafter identified pursuant to which this Bond is issued. The Bank or its assigns or any other holder hereof shall make this Bond available for inspection at the main office of the Bank in the City of Chicago, Illinois, at the request of the Issuer or the Company (as hereinafter defined).

This Bond is issued in the principal amount of \$900,000 and designated "Industrial Revenue Bond, Series 1981 (D. D. R. Leasing Project)" (the "Bond") pursuant to the hereinafter described Enabling Ordinance and to an Ordinance duly adopted by the governing body of the Issuer on November 4, 1981 (the "Ordinance") for the purpose of providing funds to finance a portion of the cost of acquiring land and an existing building, renovating said building and acquiring and installing machinery, equipment, apparatus and related property therein (such land, building, machinery, equipment, apparatus and related property being hereinafter called the "Project") and paying expenses incidental thereto, to the end that the Issuer may be able to relieve conditions of unemployment and encourage the increase of industry within the City of Chicago, Illinois. The proceeds of the Bond will be used by the Issuer to pay or reimburse D. D. R. Leasing, a partnership organized and existing under the laws of the State of Illinois (the "Company"), for a portion of the cost of the acquisition, installation and construction of the Project, under the terms of a Loan Agreement dated as of October 1, 1981 (which agreement, as from time to time supplemented and amended, is hereinafter referred to as the "Agreement"). The Project shall be leased by the Company to Harris Industries, an Illinois partnership.

This Bond is secured by a pledge and assignment of the revenues and receipts derived by the Issuer from the repayment of the loan by the Company and other revenues and receipts derived pursuant to the Agreement and the Promissory Note issued by the Company pursuant to the Agreement (the "Note"), and is further secured by a mortgage on and security interest in the Project and the premises on which the Project is located, as more fully described in the Ordinance. Reference is made to the Ordinance for a description of the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Issuer, the rights of the owner of this Bond, and the terms on which this Bond is or may be issued and to all the provisions of which the owner hereof by the acceptance of this Bond assents.

This Bond is issued pursuant to and in full compliance with the Constitution and laws of the State of Illinois, particularly Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Enabling Ordinance"). This Bond and the obligation to pay interest thereon are limited obligations of the Issuer, secured as aforesaid and payable solely out of the revenues and receipts derived from the Agreement and the Note and otherwise as provided in the Ordinance and Agreement. This Bond and the obligation to pay interest thereon shall not be deemed to constitute an indebtedness or a loan of credit of the Issuer, the State of Illinois or any political subdivision thereof, or a charge against their general taxing powers, within the meaning of any constitutional or statutory provision. Pursuant to the provisions of the Agreement, payments sufficient for the prompt payment when due of the principal installments of and interest on this Bond are to be paid by the Company to the Bank for the account of the Issuer and deposited in a special account created by the Issuer and designated "City of Chicago, Cook County, Illinois, Bond Fund (D. D. R. Leasing Project)", and all revenues and receipts accruing from the repayment of the loan by the Company under the Agreement and the Note have been duly pledged and assigned to the bank for that purpose, under the Ordinance, to secure payment of such principal installments and interest.

The principal installments of this Bond shall be subject to redemption prior to maturity if the Company exercises its option to prepay the Note or a portion thereof pursuant to Section 7.1 of the Agreement at any time, in whole, or in part by installment in the inverse order of maturity of the principal installments of this Bond, at a redemption price of par plus accrued interest to the date fixed for redemption and without premium.

Upon the receipt by the Issuer and the Bank of at least 30 days prior written notice from the Company specifying a date for the prior redemption of principal installments of this Bond and the principal installments of this Bond to be so redeemed, the Bank shall, to the extent that amounts are or become available therefor in the Bond Fund, redeem the principal installments of this Bond in accordance with the preceding paragraph. All principal installments of this Bond designated for prior redemption date, provided funds for their redemption are on deposit at the Bank on such date.

In certain events, on the conditions, in the manner and with the effect set forth in the Ordinance, the principal installments of this Bond may become or may be declared due and payable before the stated maturity thereof, together with premium, if any, and interest accrued thereon.

Modifications, alterations or amendments of the provisions of the Ordinance may be made only to the extent and in the circumstances permitted by the Ordinance.

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and laws of the State of Illinois and all applicable ordinances and resolutions of the Issuer to happen, exist and be performed precedent to and in the issuance of this Bond have happened, exist and have been performed in due time, form and manner as required by law.

In Witness Whereof, the City of Chicago, Cook County, Illinois, by its governing body, has caused this Bond to be signed on its behalf by its Mayor by her manual signature and attested manually by its City Clerk, and the corporate seal of the Issuer to be affixed hereto, all as of _____, 1981.

[Signature forms omitted printing purposes]

SCHEDULE A

PAYMENT RECORD

<i>Principal Payment</i>	<i>Principal Balance Due</i>	<i>Interest Payment</i>	<i>Authorized Official and Title</i>
\$ _____	\$ _____	\$ _____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Custody and Application of Proceeds of Bond; Construction Fund.

SECTION 5. There is hereby created and established with the Bank, which is hereby constituted and appointed as depository for the Issuer, a special fund in the name of the Issuer to be designated "City of Chicago, Cook County, Illinois, Construction Fund (D. D. R. Leasing Project)". The proceeds received by the Issuer upon the sale of the Bond, exclusive of accrued interest, if any, which shall be deposited in the Bond Fund, shall be deposited in the Construction Fund which shall be held in a separate account by the depository. Moneys in the Construction Fund shall be expended in accordance with the provisions of the Agreement, and particularly Section 3.3 thereof.

The Bank, as depository, shall keep and maintain adequate records pertaining to the Construction Fund and all disbursements therefrom, and after the Project has been completed and a certificate of payment of all costs filed as provided in this Section, the Bank shall deliver copies of such records to the Issuer and the Company.

The completion of the Project and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Issuer and the Bank of a certificate of the Authorized Company Representative required by Section 3.4 of the Agreement. Any moneys thereafter remaining in the Construction Fund shall be applied in accordance with Section 3.4 of the Agreement.

Acquisition, Installation and Construction of Project and Payment of Amounts Under the Agreement.

SECTION 6. It is the declared intention of the Issuer to authorize the disbursements of the proceeds of the Bond in order to finance a portion of the cost of the acquisition, installation and construction of

the Project by the Company, pursuant to the Agreement in substantially the form which has been presented to and is hereby approved by the governing body of the Issuer.

The Agreement and the revenues and receipts thereof, including all moneys received under its terms and conditions and the Note therein authorized, are to be sufficient to pay the principal installments of and interest on the Bond hereby authorized, and are hereby pledged and ordered paid into the Bond Fund, as specified in Section 7 hereof. The Agreement provides that the Company shall remit the required payments in repayment of the loan under the terms and conditions of the Agreement directly to the Bank for the account of the Issuer for deposit in the Bond Fund and such provision is hereby expressly approved.

Revenues; Bond Fund

SECTION 7. The Bond (including all payments required of the Issuer hereunder) is not a general obligation of the Issuer, but is a special and limited obligation secured by the Mortgage and payable by the Issuer solely and only out of the revenues and receipts derived from the Agreement and the Note as provided herein.

There is hereby created by the Issuer and ordered established with the Bank, as depository, a special fund to be designated "City of Chicago, Cook County, Illinois, Bond Fund (D. D. R. Leasing Project)" (herein sometimes referred to as the "Bond Fund"), which shall be used to pay the principal installments of and interest on the Bond or to redeem the principal installments of the Bond prior to maturity.

There shall be deposited into the Bond Fund, as and when received, (a) a sum equal to the accrued interest paid by the purchaser of the Bond, if any; (b) any amount remaining in the Construction Fund to the extent provided in Section 3.4 of the Agreement; (c) all payments on the Note; (d) all prepayments on the Note specified in Article VII of the Agreement; and (e) all other moneys received by the Bank required to be deposited in the Bond Fund under and pursuant to any of the provisions of the Agreement, the Note or the Mortgage. The Bank is authorized and directed to apply amounts available therefor in the Bond Fund to the payment when due of the principal installments of and interest on the Bond.

The Issuer covenants and agrees that should there be a default under the Agreement, the Issuer shall fully cooperate with the Bank and any other owner of the Bond to the end of fully protecting the rights and security of the Bank and any other such owner. Nothing herein shall be construed as requiring the Issuer to operate the Project or to use any funds or revenues from any source other than funds and revenues derived from the Agreement and the Note (except as otherwise provided herein).

Any amounts remaining in the Bond Fund, after payment in full of the principal installments of and interest on the Bond and the charges and expenses of the Bank, shall be paid to the Company, as provided herein and in Section 9.5 of the Agreement.

Assignment and Mortgage

SECTION 8. As security for the due and punctual payment of the principal installments of and interest on the Bond hereby authorized, the Issuer hereby assigns and pledges to the Bank all revenues and receipts derived by the Issuer pursuant to the Agreement and the Note (except any payment made pursuant to Section 4.2(b) of the Agreement relating to the obligation of the Company to pay reasonable and necessary expenses of the Issuer, Section 5.3 of the Agreement relating to indemnification of the Issuer by the Company or Section 6.3 of the Agreement relating to the obligation of the Company to pay any attorneys' fees and expenses incurred by the Issuer upon an event of default under the Agreement) and all rights and remedies of the Issuer under the Agreement and the Note to enforce payment thereof (together with any right, title or interest of the Issuer in and to the Mortgage and the Premises), and as evidence of such assignment, pledge, and security interest and of the agreement of the Bank to accept its responsibilities with respect to the Construction Fund created pursuant to Section 5 hereof, to the Bond Fund created pursuant to Section 7 hereof, and to any other owner of the Bond, the Mayor is hereby authorized to execute the Assignment for and on behalf of the Issuer, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the Issuer, and the Mayor and the City Clerk are authorized and directed to cause the Assignment to be executed by the Bank, the Assignment to be in substantially the form which has been presented to and is hereby approved by the governing body of the Issuer.

As further security for the payment of the Note and the principal installments of and interest on the Bond, the Company will execute and deliver the Mortgage in substantially the form presented to the governing body of the Issuer, which Mortgage is hereby approved by the governing body of the Issuer, and the Company will cause the Mortgage to be recorded in the mortgage records of the Office of the Recorder of Deeds of Cook County, Illinois.

Investments: Arbitrage

SECTION 9. Any moneys held as part of the Construction Fund created pursuant to Section 5 hereof and the Bond Fund created pursuant to Section 7 hereof, may be invested or reinvested on the direction of the Authorized Company Representative, in accordance with the provisions of Section 3.5 of the Agreement. Any such investment shall be held by or under control of the Bank and shall be deemed at all times a part of the fund for which the investment was made, and the interest accruing thereon and any profit realized from such investments shall be credited to such fund, and any loss resulting from such investment shall be charged to such funds, which loss shall be an obligation of the Company as provided in the Agreement.

As and when any amount invested pursuant to this Section may be needed for disbursement, the Authorized Company Representative may direct the Bank to cause a sufficient amount of the investments to be sold and reduced to cash to the credit of such funds regardless of the loss on such liquidation.

With respect to Section 103(c) of the Code, the Company has made certain covenants with the Issuer in Section 3.6 of the Agreement, and the Company will make certain certifications and representations with respect to Section 103(c) of the Code on the date of delivery of the Bond which the Issuer shall accept and adopt, and the Issuer, acting in reliance on such covenants, certifications and representations, hereby covenants with the purchaser and the owner of the Bond that so long as any principal installment of the Bond remains unpaid, the governing body of the Issuer will not take or authorize the taking of any action which will cause the Bond to be classified as an "arbitrage bond" within the meaning of Section 103(c) of the Code and any lawful regulations promulgated or proposed thereunder, including Treas. Reg. Sections 1.103-13, 1.103-14 and 1.103-15 as the same presently exist or may from time to time hereafter be amended, supplemented or revised.

General Covenants

SECTION 10. The Issuer covenants that it will promptly cause to be paid solely and only from the source mentioned in the Bond, the principal installments of and interest on the Bond hereby authorized at the place, on the dates and in the manner provided herein and in the Bond according to the true intent and meaning thereof. The Bond and the obligation to pay interest thereon is a limited obligation of the Issuer, secured and payable as set out in Section 3 hereof.

The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Ordinance, the Bond, the Agreement and the Assignment, and in all proceedings of its governing body pertaining thereto. The Issuer covenants that it is duly authorized under the Constitution and laws of the State of Illinois, including particularly and without limitation the Enabling Ordinance, as supplemented and amended, to issue the Bond authorized hereby and to pledge and assign the revenues and receipts hereby pledged and assigned in the manner and to the extent herein set forth; that all action on its part for the issuance of the Bond has been duly and effectively taken and that the Bond is and will be a valid and enforceable limited obligation of the Issuer according to the true intent and meaning thereof.

The Issuer covenants that it will execute, acknowledge and deliver such instruments, financing statements and other documents as the Bank or other owner of the Bond may reasonably require for the better assuring, granting, pledging and assigning unto the Bank the interest of the Issuer in and to the Agreement and the Note (together with any interest of the Issuer in or to the Mortgage or the Premises), as well as the rights of the Issuer in and to the required payments of revenues and receipts pursuant to Section 4.2(a) of the Agreement and the Note hereby assigned and pledged to the payment of the principal installments of and interest on the Bond. The Issuer covenants and agrees that, except as herein and in the Agreement provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the revenues and receipts derived from the Agreement and the Note, or of its right under the Agreement and the Note (or the Mortgage and the Premises, if any).

The Issuer covenants and agrees that all books and documents in its possession relating to the Project and the payments on the Note and under the Agreement shall at all reasonable times be open to inspection by the owner of the Bond or such accountants or other agencies as such owner may from time to time designate.

The Issuer covenants and agrees that it shall, through the Bank, enforce all of its rights and all of the obligations of the Company under the Agreement for the benefit of the Bank or any other owner of the Bond. The Issuer shall protect the rights of the Bank hereunder with respect to the assignment and pledge of the revenues and receipts coming due under the Agreement.

Events of Default and Remedies

SECTION 11. If any of the following events occur it is hereby defined as and declared to be and to constitute an "event of default":

- (a) Default in the due and punctual payment of any interest on the Bond when due.
- (b) Default in the due and punctual payment of any principal installment of the Bond, whether at the stated maturity thereof, or upon redemption or proceedings for the acceleration thereof.
- (c) An "Event of Default" shall have occurred and be continuing under the Agreement.

Upon the occurrence of an event of default hereunder and so long as such event of default is continuing, the Bank, on its own behalf as owner of the Bond and on behalf of any other owner of the Bond, by notice in writing delivered to the Company and the

Issuer, may declare the principal installments of the Bond and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable. Upon any such declaration all payments under the Agreement from the Company immediately shall become due and payable as provided in Section 6.2 of the Agreement.

While any installment of principal or interest on the Bond remains outstanding, the Issuer shall not exercise any of the remedies on default specified in Section 6.2 of the Agreement without first obtaining the prior written consent of the Bank.

Upon the occurrence of an event of default hereunder, the Bank on its own behalf as owner of the Bond or on behalf of any other owner of the Bond, if any, may exercise such rights as exist under the Agreement and the Mortgage or may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal installments of and interest on the Bond and to enforce and compel the performance of duties and obligations of the Company as herein and in the Agreement, the Note and the Mortgage set forth.

No remedy by the terms of this Ordinance conferred upon or reserved to the Bank is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Bank or any other owner of the Bond hereunder or now or hereafter existing at law or in equity or by statute.

No delay or omission to exercise any right, power or remedy accruing upon any event of default hereunder shall impair any such right, power or remedy or shall be construed to be a waiver of any such event of default or acquiescence therein; and every such right, power or remedy may be exercised from time to time as often as may be deemed expedient.

All moneys received pursuant to any right given or action taken under the provisions of this Section or under the provisions of Article VI of the Agreement (after payments of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Company or the Bank acting on its own behalf as the owner of the Bond or on behalf of any other owner of the Bond) or under the Mortgage, and all moneys in the Construction Fund at the time of the occurrence of an event of default hereunder shall be deposited in the Bond Fund and all such moneys in the Bond Fund shall be applied to the payment of the principal and interest due and unpaid upon the Bond to the person entitled thereto.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Bank shall determine, but in any event within five business days after deposit of such moneys in the Bond Fund. The Bank shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date.

Whenever all principal installments of and interest on the Bond have been paid under the provisions of this Section and all expenses of the Bank and the Issuer have been paid, any balance remaining in the Bond Fund shall be paid to the Company pursuant to Section 9.5 of the Agreement.

With regard to any default concerning which notice is given to the Company under the provisions of this Section, the Issuer hereby grants the Company full authority for account of the Issuer to perform or observe any covenant or obligation alleged in said notice not to have been performed or observed, in the name and stead of the Issuer with full power to do any and all things and acts to the same extent that the Issuer

could do in order to remedy such default.

Sale of the Bonds; Execution of Documents

SECTION 12. (a) The sale to Harris Trust and Savings Bank of the Bond hereby authorized at a price of \$900,000 plus accrued interest, if any, to the date of delivery and payment pursuant to the Bond Purchase Agreement in substantially the form which has been presented to the governing body of the Issuer is hereby approved by said governing body, and the Bond Purchase Agreement is hereby in all respects authorized, approved and confirmed.

The Mayor is hereby authorized and directed to execute the Bond Purchase Agreement for and on behalf of the Issuer, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the Issuer.

(b) The Agreement and the Assignment in substantially the form in which the same have been presented to the governing body of the Issuer are hereby approved by such governing body and are in all respects authorized, approved and confirmed.

The Mayor is hereby authorized and directed to execute the Agreement and the Assignment for and on behalf of the Issuer, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the Issuer.

Performance Provisions

SECTION 13. The Mayor and the City Clerk for and on behalf of the Issuer be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the Issuer under and pursuant to this Ordinance, the advancement of the loan, the execution and delivery of the Bond and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance. The Mayor and the City Clerk be, and they are hereby, further authorized and directed for and on behalf of the Issuer, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this Ordinance or to evidence said authority and to exercise and otherwise take all necessary action to the full realization of the rights, accomplishments and purposes of the Issuer under the Agreement, the Assignment and the Bond Purchase Agreement and to discharge all of the obligations of the Issuer thereunder.

Notices

SECTION 14. All notices, certificates or other communications shall be sufficiently given and shall be deemed given when the same are (i) deposited in the United States mail and sent first class mail, postage prepaid, or (ii) delivered, in each case to the parties at the following addresses or such other address as a party may designate by notice to the other parties: if to the Issuer at City Hall, Chicago, Illinois 60602, Attention: City Clerk; if to the Bank, at 111 West Monroe Street, Chicago, Illinois 60690, Attention: Division A; if to the Company at 3757 South Ashland Avenue, Chicago, Illinois 60609, Attention: David Marcus.

*Ordinance A Contract; Provisions for Modifications,
Alterations, and Amendments*

SECTION 15. The provisions of this Ordinance shall constitute a contract between the Issuer and the owner of the Bond hereby authorized; and after the issuance of the bond, no modification, alteration, or amendment or supplement to the provisions of this Ordinance shall be made in any manner except with the written consent of the owner of the Bond until such time as all principal installments of and interest on the Bond shall have been paid in full.

Satisfaction and Discharge

SECTION 16. All rights and obligations of the Issuer and the Company under the bond, this Ordinance, the Agreement, the Note, the Assignment, the Mortgage and the Bond Purchase Agreement shall terminate, such instruments shall cease to be of further effect, the Bank shall surrender the Bond, or the owner of the Bond shall surrender the Bond to the Bank, and the Bank shall cancel the Bond, deliver it to the Issuer, deliver a copy of the cancelled Bond to the Company, and assign and deliver to the Company any moneys in the Bond Fund required to be paid to the Company under Section 7 hereof (except moneys held by the Bank for the payment of principal installments of or interest on the Bond) when:

(a) all expenses of the Issuer and the Bank shall have been paid;

(b) the Issuer and the Company shall have performed all of their covenants and promises in the Bond, this Ordinance, the Agreement, the Note, the Assignment, the Mortgage and the Bond Purchase Agreement; and

(c) all principal installments of and interest on the Bond have been paid.

Severability

SECTION 17. If any section, paragraph, clause or provision of this Ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.

Captions

SECTION 18. The captions or headings of this Ordinance are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Ordinance.

Provisions in Conflict Repealed

SECTION 19. All ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed, and this Ordinance shall be made available to the public by the City Clerk, in appropriate form, upon request, at the office of the City Clerk, City Hall, Chicago, Illinois. Copies are to be made available in the office of the City Clerk for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this Ordinance. This Ordinance shall be in full force and effect upon its publication as herein and as by law provided.

[Loan, Mortgage and Security, Assignment and Security, Bond Purchase and Guarantee Agreements omitted for printing purposes].

Authority Granted for Issuance of \$500,000 Industrial Revenue Bond,
Series 1981 (Springfield Realty and Investment Co.
for Homak Manufacturing Co., Inc.)

The Committee on Finance submitted a report (referred on November 4, 1981) recommending that the City Council pass a proposed ordinance transmitted therewith to authorize the issuance of an Industrial Revenue Bond, Series 1981 in the amount of \$500,000 for the construction of a building and related improvements for the Springfield Realty and Investment Company for Homak Manufacturing Company, Inc. Project.

On motion of Alderman Frost the said proposed ordinance was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Barnett, Evans, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--43.

Nays--None.

The following is said ordinance as passed:

WHEREAS, The City of Chicago, Cook County, Illinois (the "Issuer") is duly constituted and existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois, having a population in excess of 25,000 and is a home rule unit of government under Section 6(a) of Article VII of said Constitution; and

WHEREAS, The Issuer, as a home rule unit, and pursuant to Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Enabling Ordinance"), is authorized and empowered to issue its revenue bonds to finance the costs of "projects" as defined in the Enabling Ordinance to the end that the Issuer may be able to relieve conditions of unemployment and to encourage the increase of industry within the boundaries of the City of Chicago, Illinois; and

WHEREAS, As a result of negotiations between the Issuer and Springfield Realty & Investment Company,

an Illinois corporation (the "Company"), contracts have been or will be entered into by the Company for the construction of a building addition, improvements, fixtures and related property within the boundaries of the City of Chicago, Illinois (the "Project"), and it is proposed that the Issuer shall enter into a Loan Agreement with the Company (the "Agreement"), pursuant to which the Issuer shall lend the Company a sum sufficient, together with other moneys of the Company, to accomplish such construction, and the Issuer is willing to issue its revenue bond to finance the Project upon terms which will be sufficient to pay a portion of the cost of the construction of the Project as evidenced by such revenue bond, all as set forth in the details and provisions of the Agreement; and

WHEREAS, It is estimated that the costs of the Project, including costs relating to the preparation and issuance of the revenue bond, will be not less than \$575,000; and

WHEREAS, As a result of negotiations between the Company and Homak Manufacturing Co., Inc., an Illinois corporation related to the Company (the "Related Company"), the Company will enter into an agreement to lease the Premises (as hereinafter defined), including the Project, to its Related Company which is actively engaged as an industrial, manufacturing and distributing concern; and

WHEREAS, The Project will be of the character and will accomplish the purposes provided by the Enabling Ordinance and will create additional employment opportunities in the City of Chicago, Illinois; and

WHEREAS, The Issuer proposes to sell the revenue bond hereinafter authorized and designated "Industrial Revenue Bond, Series 1981 (Springfield Realty & Investment Company Project)" upon a negotiated basis to Lake Shore National Bank, Chicago, Illinois; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

Definitions

SECTION 1. The following words and terms as used in this Ordinance shall have the following meanings unless the context or use indicates another or different meaning or intent:

"Agreement" means the Loan Agreement dated as of November 1, 1981, by and between the Issuer and the Company, as from time to time supplemented and amended.

"Assignment" means the Assignment and Agreement dated as of November 1, 1981, by and between the Issuer and the Bank.

"Assignment of Rents" means the Assignments of Rents dated as of November 1, 1981, from the Company to the Bank.

"Authorized Company Representative" means the person or persons who at the time shall have been designated as such pursuant to the provisions of the Agreement.

"Bank" means Lake Shore National Bank, Chicago, Illinois, a national banking association duly organized and validly existing under the laws of the United States of America, and its successors and assigns.

"Bond" means the Bond authorized to be issued hereunder.

"Bond Counsel" means a firm of attorneys of nationally recognized standing on the subject of bonds of states and their political subdivisions.

"Bond Fund" means the City of Chicago, Cook County, Illinois, Industrial Revenue Bond Fund (Springfield Realty & Investment Company Project) created in Section 7 hereof.

"Bond Purchase Agreement" means the Bond Purchase Agreement dated as of November 1, 1981, by and between the Issuer and the Bank.

"Code" means the Internal Revenue Code of 1954, as amended and supplemented.

"Company" means Springfield Realty & Investment Company, a corporation duly organized and validly existing under the laws of the State of Illinois, and any surviving, resulting or transferee corporation or partnership as permitted by Section 5.2 of the Agreement.

"Construction Fund" means the City of Chicago, Cook County, Illinois, Industrial Revenue Bond Construction Fund (Springfield Realty & Investment Company Project) created by Section 5 hereof.

The term "default" means those defaults, exclusive of any period of grace, specified in and defined in Section 11 hereof.

"Determination of Taxability" means (i) the receipt by the Company of a written notice from the Bank or any other owner of the Bond of the issuance of a notice of deficiency by the Internal Revenue Service which holds, in effect, that the interest payable on the Bond, or any installment hereof, is includable in the gross income of the taxpayer named therein (other than a taxpayer who is a "substantial user" or a "related person" within the meaning of Section 103 of the Code), or (ii) the delivery to the company of an opinion of Bond Counsel to the same effect.

The term "event of default" means those events specified in and defined in Section 11 hereof.

"Guaranty" means the Guaranty Agreement dated as of November 1, 1981, from the Related Company to the Bank.

The words "hereof", "herein", "hereunder" and other words of similar import refer to this Ordinance as a whole.

"Issuer" means the City of Chicago, Cook County, Illinois, and any successor body to the duties and functions of the Issuer.

"Land" means the real estate more particularly described in Exhibit A attached to and made a part of the Agreement, on which the Plant is located and on which the Project will be located.

"Lease" means the Lease Agreement dated as of November 1, 1981, by and between the Company and the Related Company.

"Mortgage" means the Mortgage and Security Agreement dated as of November 1, 1981, by and between the Company and the Bank.

"Note" means the Promissory Note issued by the Company pursuant to Section 4.2(a) of the Agreement, whereby the Company promises to make installment payments on the Note to the Bank for the account of the Issuer in satisfaction of the debt of the Company to the Issuer under the Agreement.

"Ordinance" means this Ordinance, as from time to time supplemented and amended.

"Plant" means the existing industrial, manufacturing and distribution facility owned by the Company and located on the Land.

"Premises" means the Land, the Plant, and the Project.

"Prime Rate" means the rate of interest per annum from time to time announced by Lake Shore National Bank as its prime rate at its banking house in Chicago, Illinois.

"Project" means the building addition, improvements, fixtures and related property to be constructed by the Company, as defined and described in the Agreement.

"Related Company" means Homak Mfg. Co., a corporation duly organized and validly existing under the laws of the State of Illinois and a corporation related to the Company.

Authorization of The Project

SECTION 2. That in order to promote the general welfare of the City of Chicago, Illinois, and its inhabitants by relieving conditions of unemployment and encouraging the increase of industry in the City of Chicago, Illinois, the Project shall be and is hereby authorized to be financed as described herein. The estimated cost of the construction of the Project is not less than \$575,000, of which \$500,000 will be provided by the issuance of the Bond hereinafter authorized and the loan of the proceeds thereof to the Company. It is hereby found and declared that the financing of the Project and the use thereof by the Company and the Related Company as hereinbefore and hereinafter provided is necessary to accomplish the public purposes described in the preamble hereto, and that in order to further secure the Bond, the assignment of the right, title and interest of the Issuer in and to the Agreement and the Note (except certain indemnification and expense payments), pursuant to the Assignment, the mortgaging of and granting of a security interest in the Premises, pursuant to the Mortgage, the assignment of the rents, revenues, earnings, issues, income and profits derived from the leasing of the Premises, pursuant to the Assignment of Rents, and the guaranty of the prompt payment of the principal installments of, premium, if any, and interest on the Note and the Bond, pursuant to the Guaranty, are necessary and proper.

Authorization And Payment of Bond

SECTION 3. That for the purpose of financing a portion of the cost of the Project there shall be and there is hereby authorized to be issued by the Issuer its Industrial Revenue Bond, Series 1981 (Springfield Realty & Investment Company Project) in the principal sum of \$500,000, dated the date of its delivery, lettered R and numbered 1, payable to the order of Lake Shore National Bank, or its assigns, maturing as to principal in one hundred twenty (120) consecutive monthly principal installments, payable on the first day of the month following the date of the Bond and on the first day of each calendar month thereafter consisting of (i) one hundred nineteen (119) equal monthly principal installments of \$4,166.67, and (ii) a final monthly principal installment of \$4,166.27, except as the provisions hereinafter set forth with respect to redemption prior to maturity may become applicable thereto, and bearing interest on the unpaid principal amount of the Bond at the rate of sixty-five per cent (65%) of the Prime Rate in effect on the first day of the month next preceding the applicable interest payment date, payable on the first day of the month following the date of the Bond and on the first day of each calendar month thereafter until paid. Interest shall be computed on the basis of a calendar year consisting of 365 or 366 days, as the case may be, and charged on the basis of the number of days elapsed, from the date of the Bond on the principal amount thereof from time to time remaining unpaid. In any event, the final maturity of the Bond shall be no later than December 1, 1992. The Bank shall notify the Issuer and the Company of the Prime Rate in effect and the amount of interest due for each monthly payment period at least five (5) business days prior to the applicable interest payment date.

The principal installments of, premium, if any, and interest on the Bond shall be payable to the Bank in lawful money of the United States of America at the principal office of the Bank in the City of Chicago, Illinois. The Bank shall note on the Payment Record attached a Schedule A to the Bond the date and amount of payment of each principal installment then being paid (whether at maturity or upon acceleration or call for redemption) and interest then being paid and of principal theretofore paid (Whether at maturity or upon acceleration or call for redemption) and interest theretofore paid and not yet noted thereon and, upon request of the Company or the Issuer, the Bond shall be available for inspection by the Company or the Issuer during regular banking hours at the principal office of the Bank in the City of Chicago, Illinois. The Bank shall notify the Issuer at least annually of the payments of principal installments of the Bond (whether at maturity or upon acceleration or call for redemption) made during such annual period, and shall include in such notification a statement of the unpaid balance of the Bond.

The Bond, together with interest thereon, shall be a limited obligation of the Issuer secured by the Agreement, the Note made payable to the Bank for the account of the Issuer, an assignment of the right, title and interest of the Issuer in and to the Agreement and the Note (except certain indemnification and expense payments), pursuant to the Assignment, a mortgage on and security interest in the Premises, pursuant to the Mortgage, an assignment of the rents, revenues, earnings, issues, income and profits derived from the leasing of the Premises, pursuant to the Assignment of Rents, and a guaranty of the prompt payment of the principal installments of, premium, if any, and interest on the Bond and the Note, pursuant to the Guaranty, and shall be payable solely from the revenues and receipts derived from the Agreement and the Note (except to the extent paid out of moneys attributable to the Bond proceeds, the income from the temporary investment thereof or payments made pursuant to or derived from the Mortgage, the Assignment of Rents or the Guaranty), and shall be a valid claim of the owner thereof only against the Bond Fund and other moneys held by the Bank and the revenues and receipts derived from the Agreement and the Note (except as provided aforesaid), which revenues and receipts shall be used for no other purpose than to pay the principal installments of, premium, if any, and interest on the Bond, except as may be otherwise expressly authorized in this Ordinance and in the Agreement. The Bond and the obligation to pay interest thereon do not now and shall never constitute an indebtedness or a loan of credit of the Issuer, the State of Illinois or any political subdivision thereof, or a charge against their general taxing powers within the meaning of any constitutional or statutory provision, but shall be secured as aforesaid, and are payable solely from the revenues and receipts derived from the Agreement and the Note (except as provided aforesaid).

The principal installments of the Bond shall be subject to redemption prior to maturity by the Issuer in the event that the Company shall be obligated to prepay the principal installments of the Note upon a Determination of Taxability, on any date within 90 days of a Determination of Taxability, as a whole, at a redemption price of 100% of the principal amount thereof being redeemed plus accrued interest to the date fixed for redemption, and without premium.

The principal installments of the Bond shall also be subject to redemption prior to maturity at the option of the Issuer from any available funds, including the prepayment of the principal installments of the Note or a portion thereof at the option of the Company pursuant to Section 7.2 of the Agreement or borrowed funds, on any date, in whole, or in part by installment in the inverse order of maturity of the principal installments of the Bond in each case in an aggregate principal amount of not less than \$25,000, at a redemption price of 100% of the principal amount thereof being redeemed plus accrued interest to the date fixed for redemption, and without premium.

The principal installments of the Bond shall be further subject to redemption prior to maturity by Issuer in the event the Company shall elect to exercise its option to prepay the principal installments of the Note and to cause the principal installments of the Bond to be redeemed as provided in Section 7.3 of the Agreement in the event of damage to or destruction of or condemnation of the Premises or certain other events described therein. As a result of any such event, the principal installments of the Bond shall subject to redemption on any date, in whole, at a redemption price of 100% of the principal amount thereof being redeemed plus accrued interest to the date fixed for redemption, and without premium.

Upon receipt by the Issuer and the Bank of at least 30 days prior written notice from the Company specifying a date for the redemption of principal installments of the Bond, the Bank shall, to the extent that amounts are or become available therefor in the Bond Fund, apply such amounts in the Bond Fund on behalf of the Issuer to the redemption of the principal installments of the Bond in accordance with the preceding paragraphs. All principal installments of the Bond designated for prior redemption will cease to bear interest on the specified redemption date, provided sufficient funds for their redemption have been paid to the Bank for the account of the Issuer for such purpose on or before such date.

The Bond shall be prepared in typewritten form.

The Bond shall be signed by the Mayor by her manual or facsimile signature, and attested by the manual signature of the City Clerk of the Issuer, and the corporate seal of the Issuer shall be affixed thereto. In case any official whose signature shall appear on the Bond shall cease to be such official before the delivery of the Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

In the event the Bond is mutilated, lost, stolen or destroyed, the Issuer may execute a new Bond of like date, tenor and maturities as the Bond mutilated, lost, stolen or destroyed; provided that, in the case the Bond is mutilated, the mutilated Bond shall first be surrendered to the Issuer, and in the case the Bond is lost, stolen or destroyed, there shall be first furnished to the Issuer evidence of such loss, theft or destruction satisfactory to the Issuer, together with indemnity satisfactory to the Issuer. The Issuer shall duplicate on the Payment Record of the new Bond replacing the mutilated, lost, stolen or destroyed Bond all payments of principal (whether at maturity or upon acceleration or call for redemption) and interest which the records of the Issuer indicate as having appeared on the mutilated, lost, stolen, or destroyed Bond. In the event all the principal installments of the Bond shall have matured, instead of issuing a duplicate Bond the Issuer may pay the same without surrender thereof. The Issuer may charge the owner of the Bond with reasonable fees and expenses in this connection.

Bond Form

SECTION 4. That the Bond, and the Payment Record - Schedule "A", shall be in substantially the following form:

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTY OF COOK

CITY OF CHICAGO

Industrial Revenue Bond, Series 1981
(Springfield Realty & Investment Company Project)

Payable by the Issuer Solely and Only From
Revenues and Receipts Derived from the
Loan Agreement and Promissory
Note Referred to Herein

No. R-1

\$500,000

Know All Men by These Presents that the City of Chicago, Cook County, Illinois, a municipality of the State of Illinois and a home rule unit of government created and existing under the Constitution and laws of the State of Illinois (the "Issuer"), for value received, promises to pay solely and only from the source and as hereinafter provided, to

Lake Shore National Bank, Chicago, Illinois, or its assigns (the "Bank"), the principal sum of:

Five Hundred Thousand Dollars (\$500,000) maturing as to principal in one hundred twenty (120) consecutive monthly principal installments, payable on the first day of the month following the date of this Bond and on the first day of each calendar month thereafter, consisting of (i) one hundred nineteen (119) equal monthly principal installments of \$4,166.67, and (ii) a final monthly principal installment of \$4,166.27, except as the provisions hereinafter set forth with respect to redemption prior to maturity may become applicable hereto, together with interest on the unpaid principal amount hereof at the rate of sixty-five percent (65%) of the Prime Rate (as defined in the Bond Ordinance hereinafter referred to) in effect on the first day of the month next preceding the applicable interest payment date, payable on the first day of each month following the date of this Bond and on the first day of each calendar month thereafter until paid. Interest shall be computed on the basis of a calendar year consisting of 365 or 366 days, as the case may be, and charged on the basis of the number of days elapsed, from the date hereof on the principal amount hereof from time to time remaining unpaid. The principal hereof and premium, if any, and interest hereon are payable in immediately available funds at the principal office of the Bank in the City of Chicago, Illinois. The Bank shall notify the Issuer and the Company of said Prime Rate in effect and the amount of interest due for each monthly payment period at least five (5) business days prior to the applicable interest payment date.

Payments of principal installments (whether at maturity or upon acceleration or call for redemption) and payments of interest shall be noted by the Bank on the Payment Record-Schedule "A" made a part of this Bond, as provided in the Bond Ordinance hereinafter identified pursuant to which this Bond is issued. The Bank or any other owner of this Bond shall make this Bond available for inspection during regular banking hours at the principal office of the Bank in the City of Chicago, Illinois, at the request of the Issuer or the Company (as hereinafter defined).

This Bond is issued in the principal sum of \$500,000 and designated "Industrial Revenue Bond, Series 1981 (Springfield Realty & Investment Company Project)" pursuant to the hereinafter described Enabling Ordinance and to a Bond Ordinance duly adopted by the governing body of the Issuer on _____, 1981 (the "Bond Ordinance") for the purpose of providing funds to finance the cost of constructing a building addition, improvements, fixtures and related property (the "Project") and paying expenses incidental thereto, to the end that the Issuer may be able to relieve conditions of unemployment and encourage the increase of industry within the City of Chicago, Illinois. The proceeds of this Bond will be used by the Issuer to pay or reimburse Springfield Realty & Investment Company, a corporation incorporated and existing under the laws of the State of Illinois (the "Company"), for a portion of the costs of the construction of the

Project, under the terms of a Loan Agreement dated as of November 1, 1981, by and between the Issuer and the Company (which agreement, as from time to time supplemented and amended, is hereinafter referred to as the "Agreement"). The Company will lease the Project, the existing industrial, manufacturing and distribution facility owned by the Company (the "Plant") and the real estate on which the Project and the Plant are located (the Project, the Plant and such real estate being sometimes hereinafter referred to as the "Premises"), to Homak Mfg. Co., an Illinois corporation related to the Company (the "Related Company"), pursuant to the terms of a Lease Agreement dated as of November 1, 1981, by and between the Company and the Related Company (the "Lease"), for use as an industrial, manufacturing and distribution facility.

This Bond is secured by a pledge and assignment of the revenues and receipts derived by the Issuer from the repayment of the loan by the Company and other revenues and receipts derived pursuant to the Agreement and the Promissory Note issued by the Company thereunder (the "Note"), and is further secured by an assignment of the right, title and interest of the Issuer in and to the Agreement and the Note (except certain indemnification and expense payments), a mortgage on and security interest in the Premises, an assignment of the rents, revenues, earnings, issues, income and profits derived from the leasing of the Premises, and a guaranty of the principal installments of, premium, if any, or interest on the Note and this Bond, as more fully described in the Bond Ordinance. Reference is made to the Bond Ordinance for a description of the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Issuer, the rights of the owner of this Bond, and the terms on which this Bond is or may be issued and to all of the provisions of which the owner hereof by the acceptance of this Bond assents.

This Bond is issued pursuant to and in full compliance with the Constitution and laws of the State of Illinois, particularly Chapter 15.2 of the Municipal Code of the City of Chicago (the "Enabling Ordinance"), as supplemented and amended. This Bond and the obligation to pay interest hereon are limited obligations of the Issuer, secured as aforesaid and payable solely out of the revenues and receipts derived from the Agreement and the Note and as otherwise provided in the Bond Ordinance and the Agreement. This Bond and the obligation to pay interest hereon shall not be deemed to constitute an indebtedness or a loan of credit of the Issuer, the State of Illinois or any political subdivision thereof, or a charge against their general taxing powers within the meaning of any constitutional or statutory provision. Pursuant to the provisions of the Agreement, payments sufficient for the prompt payment when due of the principal installments of, premium, if any, and interest on this Bond are to be paid by the Company to the Bank for the account of the Issuer and deposited in a special account created by the Issuer and designated "City of Chicago, Cook County, Illinois, Industrial Revenue Bond Fund (Springfield Realty & Investment Company Project)" (the "Bond Fund"), and all revenues and receipts accruing from the repayment of the loan by the Company under the Agreement and the Note have been duly pledged and assigned to the Bank for that purpose, under the Bond Ordinance, to secure payment of the principal installments of, premium, if any, and interest on this Bond.

The principal installments of this Bond are subject to redemption prior to maturity by the Issuer in the event that the Company shall be obligated to prepay the principal installments of the Note upon a Determination of Taxability (as defined in the Bond Ordinance), on any date within 90 days of a Determination of Taxability, as a whole, at a redemption price of 100% of the principal amount hereof being redeemed plus accrued interest to the date fixed for redemption, and without premium.

The principal installments of this Bond are also subject to redemption prior to maturity at the option of the Issuer from any available funds, including the prepayment of the principal installments of the Note or a portion thereof at the option of the Company pursuant to Section 7.2 of the Agreement or borrowed funds, on any date, in whole, or in part by installment in the inverse order of maturity of the principal installments hereof in each case in an aggregate principal amount of not less than \$25,000, at a redemption price of 100% of the principal amount hereof being redeemed plus accrued interest to the date fixed for redemption, and without premium.

The principal installments of this Bond are further subject to redemption prior to maturity by the Issuer in the event the Company shall elect to exercise its option to prepay the principal installments of the Note and to cause the principal installments of this Bond to be redeemed as provided in Section 7.3 of the Agreement in the event of damage to or destruction of or condemnation of the Premises or certain other events described therein. As a result of any such event, the principal installments of this Bond are subject to redemption on any date, in whole, at a redemption price of 100% of the principal amount hereof being redeemed plus accrued interest to the date fixed for redemption, and without premium.

Upon receipt by the Issuer and the Bank of at least 30 days' prior written notice from the Company specifying a date for the prior redemption of principal installments of this Bond, the Bank shall, to the extent that amounts are or become available therefor in the Bond Fund, apply such amounts in the Bond Fund on behalf of the Issuer to the redemption of the principal installments of this Bond in accordance with the preceding paragraphs. All principal installments of this Bond designated for prior redemption shall cease to bear interest on the specified redemption date, provided sufficient funds for their redemption have been paid to the Bank for the account of the Issuer for such purpose on or before such date.

In certain events, on the conditions, in the manner and with the effect set forth in the Bond ordinance, the principal installments of this Bond may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. One such event is the failure of the Issuer to pay from the source and as hereinbefore provided any principal installment of, premium, if any, or interest on this Bond when due and the continuation of such default for a period of 5 days after telephonic notice of such failure is given by the Bank to the Issuer and the Company. The owner of this Bond shall have no remedy under the Bond Ordinance for a failure to pay any principal installments hereof or premium, if any, or interest hereon when due until the Bank shall give such telephonic notice and such five-day period after such notice shall have expired.

Modifications, alterations or amendments of the provisions of the Bond Ordinance may be made only to the extent and in the circumstances permitted by the Bond Ordinance.

It is Hereby Certified, Recited and Declared that all acts, conditions and things required by the Enabling Ordinance and the Constitution and laws of the State of Illinois to happen, exist and be performed precedent to and in the issuance of this Bond have happened, exist and have been performed in due time, form and manner as required by law.

In Witness Whereof, the City of Chicago, Cook County, Illinois, by its governing body, has caused this Bond to be signed on its behalf by its Mayor by her manual or facsimile signature, and attested manually by its City Clerk, and the corporate seal of the Issuer to be affixed hereto, all as of _____, 1981.

[Signature forms omitted for printing purposes].

SCHEDULE A

Payment Record

<i>Principal Payment</i>	<i>Principal Balance Due</i>	<i>Interest Payment</i>	<i>Premium Payment</i>	<i>Lake Shore National Bank Authorized Official and Title</i>
\$ _____	\$ _____	\$ _____	\$ _____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

*Custody and Application of Proceeds
of Bond: Construction Fund*

SECTION 5. There is hereby created and established with the Bank, which is hereby constituted and appointed as depository for the Issuer, a special fund in the name of the Issuer to be designated "City of Chicago, Cook County, Illinois, Industrial Revenue Bond Construction Fund (Springfield Realty & Investment Company Project)". The proceeds received by the Issuer upon the sale of the Bond, exclusive of accrued interest, if any, which shall be deposited in the Bond Fund, shall be deposited in the Construction Fund which shall be held in a separate account by the Bank, as depository. Moneys in the Construction Fund shall be expended in accordance with the provisions of the Agreement, and particularly Section 3.3 thereof.

The Bank, as depository, shall keep and maintain adequate records pertaining to the Construction Fund and all disbursements therefrom, and after the Project has been completed and a certificate of payment of all costs filed as provided in this Section 5, the Bank shall deliver copies of such records to the Issuer and the Company.

The completion of the Project and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Issuer and the Bank of a certificate of the Authorized Company Representative required by Section 3.4 of the Agreement. Any moneys thereafter remaining in the Construction Fund shall be applied in accordance with Section 3.4 of the Agreement.

*Construction of Project and Payment
of Amounts Under the Agreement*

SECTION 6. It is the declared intention of the Issuer to authorize the disbursement of the proceeds of the Bond in order to finance the construction of the Project by the Company, pursuant to the Agreement in substantially the form which has been presented to and is hereby approved by the governing body of the Issuer:

The Agreement and the revenues and receipts thereof, including all moneys received under its terms and conditions and the Note therein authorized, are to be sufficient to pay the principal installment of, premium, if any, and interest on the Bond hereby authorized, and are hereby pledged and ordered paid into the Bond Fund as specified in Section 7 hereof. The Agreement provides that the Company shall remit the required payments in repayment of the loan under the terms and conditions of the Agreement directly to the Bank for the account of the Issuer for deposit in the Bond Fund and such provision is hereby expressly approved.

Revenues; Bond Fund

SECTION 7. The Bond and all payments required of the Issuer hereunder are not general obligations of the Issuer but are special and limited obligations secured by an assignment of the right, title and interest of the Issuer in and to the Agreement and the Note, pursuant to the Assignment, a mortgage on and security interest in the Premises, pursuant to the Mortgage, an assignment of the rents, revenues, earnings, issues, income and profits derived from the leasing of the Premises, pursuant to the Assignment of Rents, and guaranty of the prompt payment of the principal installments of, premium, if any, and interest on the Note and the Bond, pursuant to the Guaranty, and shall be payable by the Issuer solely and only out of the revenues and receipts derived from the Agreement and the Note and as otherwise provided herein.

There is hereby created by the Issuer and ordered established with the Bank, as depository, a special fund to be designated "City of Chicago, Cook County, Illinois, Industrial Revenue Bond Fund (Springfield Realty & Investment Company Project)", which shall be used to pay the principal installments of, premium, if any, and interest on the Bond.

There shall be deposited into the Bond Fund, as and when received (a) a sum equal to the accrued interest paid by the purchaser of the Bond, if any; (b) any amount remaining in the Construction Fund to the extent provided in Section 3.4 of the Agreement; (c) all payments made on the Note; (d) all prepayments of the Note as specified in Article VII of the Agreement; (e) payments made pursuant to the Assignment

of Rents; (f) payments made pursuant to the Guaranty; and (g) all other moneys received by the Bank under and pursuant to any of the provisions of the Agreement, the Note, the Assignment, the Mortgage, the Assignment of Rents or the Guaranty. The Bank is authorized and directed to apply amounts available therefor in the Bond Fund to the payment when due of the principal installments of, premium, if any, and interest on the Bond.

The Issuer covenants and agrees that should there be a default under the Agreement, the Issuer shall fully cooperate with the Bank as owner of the Bond or any other owner of the Bond to the end of fully protecting the rights and security of the Bank or such other owner of the Bond. Nothing herein shall be construed as requiring the Issuer to operate the Project or to use any funds or revenues from any source other than funds and revenues derived from the Agreement and the Note (except as otherwise provided herein).

Any amounts remaining in the Bond Fund, after payment in full of the principal installments of, premium, if any, and interest on the Bond and the charges and expenses of the Bank, shall be paid to the Company, as provided herein and in Section 9.5 of the Agreement.

Assignment, Mortgage, Assignment of Rents and Guaranty

SECTION 8. As security for the due and punctual payment of the principal installments of, premium, if any, and interest on the Bond hereby authorized, the Issuer hereby assigns and pledges to the Bank all revenues and receipts derived by the Issuer pursuant to the Agreement and the Note (except any payment made pursuant to Section 4.2(b) of the Agreement, relating to the obligation of the Company to pay reasonable and necessary expenses of the Issuer, Section 5.3 of the Agreement, relating to indemnification of the Issuer by the Company, and Section 6.3 of the Agreement, relating to the obligation of the Company to pay attorneys' fees and expenses incurred by the Issuer upon a default thereunder) and all rights and remedies of the Issuer under the Agreement and the Note to enforce payment thereof and as evidence of such assignment, pledge and security interest and of the agreement of the Bank to accept its responsibilities with respect to the Construction Fund created pursuant to Section 5 hereof, to the Bond Fund created pursuant to Section 7 hereof and to any other duty imposed upon the Bank by this Ordinance or the Agreement, the Mayor is hereby authorized to execute the Assignment for and on behalf of the Issuer and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the Issuer, and the Mayor and City Clerk are authorized and directed to cause the Assignment to be executed by the Bank, the Assignment to be in substantially the form which has been presented to and is hereby approved by the governing body of the Issuer.

As further security for the payment of the principal installments of, premium, if any, and interest on the Bond, the Company will execute and deliver the Mortgage and the Assignment of Rents and the Related Company will execute the Guaranty, all in substantially the form presented to the governing body of the Issuer, the form, terms and provisions of which are hereby approved, and will cause the Mortgage and the Assignment of Rents to be recorded in the real estate records of the Office of the Recorder of Deeds of Cook County, Illinois.

Investments; Arbitrage

SECTION 9. Any moneys held as part of the Construction Fund created pursuant to Section 5 hereof and the Bond Fund created pursuant to Section 7 hereof, may be invested or reinvested on the direction of the Authorized Company Representative, in accordance with the provisions of Section 3.5 of the Agreement. Any such investment shall be held by or under control of the Bank and shall be deemed at all times a part of the fund for which the investment was made, and the interest accruing thereon and any profit realized from such investments shall be credited to such fund, and any loss resulting from such investments shall be charged to such fund, which loss shall be an obligation of the Company as provided in the Agreement.

As and when any amount invested pursuant to this Section 9 may be needed for disbursement, the Authorized Company Representative may, upon 72 hours' notice from the Bank to the Company, direct the Bank to cause a sufficient amount of the investments to be sold and reduced to cash to the credit of such funds regardless of the loss on such liquidation. Absent such direction, the Bank is authorized

to and shall liquidate such investments whenever necessary to make timely payment of any amounts due on the Bond.

With respect to Section 103(c) of the Code, the Company has made certain covenants with the Issuer in Section 3.6 of the Agreement, and the Company will make certain certifications and representations with respect to Section 103(c) of the Code on the date of delivery of the Bond, which the Issuer shall accept and adopt, and the Issuer, acting in reliance on such covenants, certifications and representations, hereby covenants with the Bank and any other owner of the Bond that so long as any principal installments of, premium, if any, or interest on the Bond remains unpaid, the governing body of the Issuer will not take or authorize the taking of any action which will cause the Bond to be classified as an "arbitrage bond" within the meaning of Section 103(c) of the Code and any lawful regulations promulgated or proposed thereunder, including Section 1.103-13, Section 1.103-14 and Section 1.103-15 of the Internal Revenue Service Rules and Regulations (26 C.F.R., Part 1) as the same presently exist or may from time to time hereafter be amended, supplemented or revised.

General Covenants

SECTION 10. The Issuer covenants that it will promptly cause to be paid solely and only from the source mentioned in the Bond; the principal installments of, premium, if any, and interest on the Bond hereby authorized at the place, on the dates and in the manner provided herein and in the Bond according to the true intent and meaning thereof. The Bond and the obligation to pay interest thereon are limited obligations of the Issuer, secured by the Note of the Company, the Assignment, the Mortgage, the Assignment of Rents and the Guaranty, and payable as set out in Section 3 hereof.

The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Ordinance; the Bond, the Agreement and the Assignment, and in all proceedings of its governing body pertaining thereto. The Issuer covenants that it is duly authorized under the Constitution and laws of the State of Illinois, including particularly and without limitation the Enabling Ordinance, to issue the Bond authorized hereby and to pledge and assign the revenues and receipts hereby pledged and assigned in the manner and to the extent herein set forth; that all action on its part for the issuance of the Bond has been or will, before delivery of the Bond, have been duly and effectively taken and that the Bond, when issued and delivered to the Bank, will be a valid and enforceable limited obligation of the Issuer according to the true intent and meaning thereof.

The Issuer covenants that it will execute, acknowledge and deliver such instruments, financing statements and other documents as the Bank or any other owner of the Bond may reasonably require for the better assuring, granting, pledging and assigning unto the Bank the right, title and interest of the Issuer in and to the Agreement and the Note, as well as the rights of the Issuer in and to the required payments or revenues and receipts pursuant to Section 4.2(a) of the Agreement and the Note hereby assigned and pledged to the payment of the principal installments of, premium, if any, and interest on the Bond. The Issuer covenants and agrees that, except as herein and in the Agreement provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the revenues and receipts derived from the Agreement and the Note, or of its rights under the Agreement and the Note.

The Issuer covenants and agrees that all books and documents in its possession relating to the Project and the payments on the Note and under the Agreement shall at all reasonable times be open to inspection by the Bank or any other owner of the Bond or such accountants or other agencies as the Bank or such owner may from time to time designate.

The Issuer covenants and agrees that it shall, through the Bank or any other owner of the Bond, enforce all of its rights and all of the obligations of the Company under the Agreement for the benefit of the Bank or any other owner of the Bond. The Issuer shall protect the rights of the Bank or any other owner of the Bond hereunder with respect to the assignment and pledge of the revenues and receipts coming due under the Agreement and the Note.

Events of Default and Remedies

SECTION 11. If any of the following events occurs it is hereby defined as and declared to be and to constitute an "event of default" hereunder:

(a) Default in the due and punctual payment of any interest on the Bond, and the continuation of such default for five (5) days after telephonic notice of such default given by the Bank to the Issuer and the Company.

(b) Default in the due and punctual payment of any principal installment of or premium, if any, on the Bond, whether at the stated maturity thereof or upon call for redemption or proceedings for the acceleration thereof, and the continuation of such default for five (5) days after telephonic notice of such default given by the Bank to the Issuer and the Company.

(c) An "Event of Default" shall have occurred and be continuing under the Agreement.

Upon The occurrence of an event of default hereunder and so long as such event of default is continuing, the Bank or any other owner of the Bond, by notice in writing delivered to the Company and the Issuer, may declare the principal installments of the Bond and the interest accrued thereon immediately due and payable, and such principal installments and interest shall thereupon become and be immediately due and payable. Upon any such declaration all payments under the Agreement and the Note from the Company shall become immediately due and payable as provided in Section 6.2 of the Agreement.

While any principal installment of, premium, if any, or interest on the Bond remains unpaid, the Issuer shall not exercise any of the remedies available upon an "Event of Default" specified in Section 6.2 of the Agreement without first obtaining the prior written consent of the Bank or any other owner of the Bond.

Upon the occurrence of an event of default hereunder, the Bank or any other owner of the Bond may exercise such rights as exist under the Agreement, the Note, the Assignment, the Mortgage, the Assignment of Rents, the Guaranty or this Ordinance and may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal installments of, premium, if any, and interest of the Bond and to enforce and compel the performance of the duties and obligations of the Company and the Related Company as herein and in the Agreement, the Note, the Mortgage, the Assignment of Rents and the Guaranty set forth.

No remedy by the terms of this Ordinance conferred upon or reserved to the Bank is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Bank or any other owner of the Bond hereunder or now or hereafter existing at law or in equity or by statute.

No delay or omission to exercise any right, power or remedy accruing upon any event of default hereunder shall impair any such right, power or remedy or shall be construed to be a waiver of any such event of default hereunder or acquiescence therein; and every such right, power or remedy may be exercised from time to time as often as may be deemed expedient.

All moneys received pursuant to any right given or action taken under the provisions of this Section 11 or under the provisions of Article VI of the Agreement (after payments of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Issuer or the Bank or any other owner of the Bond) or under the Assignment, the Mortgage, the Assignment of Rents or the Guaranty, and all moneys in the Construction Fund at the time of the occurrence of an event of default hereunder shall be deposited in the Bond Fund and all such moneys in the Bond Fund shall be applied to the payment of the principal installments, premium, if any, and interest due and unpaid upon the Bond to the person entitled thereto.

Whenever moneys are to be applied pursuant to the provisions of this Section 11, such moneys shall be applied to the payment of the principal installments of, premium, if any, or interest on the Bond within five business days after deposit of such moneys in the Bond Fund. The Bank shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date.

Whenever all principal installments of, premium, if any, and interest on the Bond have been paid under the provisions of this Section 11 and all expenses of the Bank and the Issuer have been paid, any balance remaining in the Bond Fund shall be paid to the Company pursuant to Section 9.5 of the Agreement.

The Bank may in its discretion waive any event of default hereunder and its consequences and rescind any declaration of acceleration of principal, and in cases of any such waiver or rescission, or in case any proceeding taken by the Bank on account of any such event of default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Company, the Bank and any other owner of the Bond shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other event of default hereunder, or impair any right consequent thereon.

With regard to any default concerning which notice is given to the Company under the provisions of this Section 11, the Issuer hereby grants the Company full authority for account of the Issuer to perform or observe any covenant or obligation alleged in said notice not to have been performed or observed, in the name and stead of the Issuer with full power to do any and all things and acts to the same extent that the Issuer could do in order to remedy such default.

Sale of the Bond: Execution of Documents

SECTION 12. (a) The sale of the Bond hereby authorized to the Bank at a price of \$500,000 plus accrued interest, if any, and payment pursuant to the Bond Purchase Agreement in substantially the form which has been presented to the governing body of the Issuer, is hereby approved by said governing body, and the Bond Purchase Agreement in substantially the form which has been presented to the governing body of the Issuer, is hereby in all respects authorized, approved and confirmed.

The Mayor is hereby authorized and directed to execute the Bond Purchase Agreement for and on behalf of the Issuer, and the City Clerk is hereby authorized to attest the same and to affix the corporate seal of the Issuer thereto.

(b) The Agreement and the Assignment in substantially the form in which the same have been presented to the governing body of the Issuer are hereby approved by such governing body and are in all respects authorized, approved and confirmed.

The Mayor is hereby authorized and directed to execute the Agreement and the Assignment for and on behalf of the Issuer, and the City Clerk is hereby authorized to attest the same and to affix the corporate seal of the Issuer thereto.

(c) The Issuer hereby acknowledges that the Project will be leased by the Company to the Related Company pursuant to the terms of the Lease which the Company and the Related Company shall execute in substantially the form in which the same has been presented to the governing body of the Issuer and which shall, or a memorandum of Lease shall, be recorded in the real estate records of the Office of the Recorder of Deeds of Cook County, Illinois. The Issuer hereby assents to such leasing, and hereby approves the form, terms and provisions of the Lease.

Performance Provisions

SECTION 13. The Mayor, the City Clerk and the City Comptroller, for and on behalf of the Issuer be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the Issuer under and pursuant to this Ordinance, the advancement of the loan, the execution and delivery of the Bond and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance. The Mayor, the City Clerk and the City Comptroller be, and they are hereby, further authorized and directed for and on behalf of the Issuer, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this Ordinance or to evidence said authority and to exercise and otherwise take all necessary action to the full realization of the rights, accomplishments and purposes of the Issuer under the Agreement, the Assignment and the Bond Purchase Agreement and to discharge all of the obligations of the Issuer thereunder.

Notices

SECTION 14. All notices, certificates or other communications shall be sufficiently given and shall be deemed given when the same are (i) deposited in the United States mail and sent by first class mail, postage prepaid, or (ii) delivered, in each case to the parties at the following addresses or such other address as a party may designate by notice to the other parties: If to the Issuer at City Hall, Chicago, Illinois 60602, Attention: City Clerk; if to the Bank, at 605 North Michigan Avenue, Chicago, Illinois 60611, Attention: Vice President -Commercial Loan Department; and if to the Company at 4433 South Springfield Avenue, Chicago, Illinois 60632, Attention: President.

*Ordinance a Contract; Provisions for Modifications,
Alterations and Amendments*

SECTION 15. The provisions of this Ordinance shall constitute a contract between the Issuer and the owner of the Bond hereby authorized; and after the issuance of the Bond, no modification, alteration, amendment or supplement to the provisions of this Ordinance shall be made in any manner except with the written consent of the Bank or any other owner of the Bond until such time as all principal installments of, premium, if any, and interest on the Bond shall have been paid in full.

Satisfaction and Discharge

SECTION 16. All rights and obligations of the Issuer, the Company and the Related Company under the Bond, this Ordinance, the Agreement, the Note, the Assignment, the Mortgage, the Assignment of Rents, the Guaranty and the Bond Purchase Agreement shall terminate and such instruments shall cease to be of further effect, and the Bank or any other, the owner of the Bond shall surrender the Bond, cancel the Bond, deliver it to the Issuer, deliver a copy of the cancelled Bond to the Company and assign and deliver to the Company any moneys in the Bond Fund required to be paid to the Company under Section 7 hereof (except moneys held by the Bank for the payment of principal installments of, premium, if any, or interest on the Bond) when:

- (a) all expenses of the Issuer and the Bank shall have been paid; ,
- (b) the Issuer, the Company and the Related Company shall have performed all of their covenants and promises in the Bond, this Ordinance, the Agreement, the Assignment, the Mortgage, the Assignment of Rents, the Guaranty and the Bond Purchase Agreement; and
- (c) all principal installments of, premium, if any, and interest on the Bond have been paid.

Severability

SECTION 17. If any section, paragraph, clause or provision of this Ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining sections, paragraphs, clauses or provisions hereof.

Captions

SECTION 18. The captions or headings of this Ordinance are for convenience only and in no way define, limit or described the scope or intent of any provision of this Ordinance.

Provisions in Conflict Repealed

SECTION 19. All ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed, and this Ordinance shall be made available to the public by the City Clerk, in appropriate form, upon request, at the office of the City Clerk, City Hall, Chicago, Illinois. Copies are to be made available in the office of the City Clerk for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this Ordinance. This Ordinance shall be in full force and effect upon its publication as herein and as by law provided.

[Loan, Assignment of Rents Mortgage and Security, Guaranty, Assignment
and Bond Purchase Agreements omitted for printing purposes.]

**Authority Granted for Issuance of \$2,000,000 Industrial Development
Revenue Bond, Series 1981 (Jacobs' Twin Buick, Inc. Project).**

The Committee on Finance submitted a report (referred on November 4, 1981) recommending that the City Council pass a proposed ordinance transmitted therewith to authorized the issuance of an Industrial Development Revenue Bond, Series 1981 in the amount of \$2,000,000 for the construction of buildings and related improvements for the Jacobs' Twin Buick project.

On motion of Alderman Frost the said proposed ordinance was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Barnett, Evans, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Burke, Brady, Barden, Streater, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--43.

Nays--None.

The following is said ordinance as passed:

WHEREAS, The City of Chicago, Cook County, Illinois (the "Issuer") is a duly constituted and existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois, having a population in excess of 25,000, and is a home rule unit of government under Section 6 (a) of Article VII of said Constitution; and

WHEREAS, The Issuer, as a home rule unit, and pursuant to Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Enabling Ordinance"), is authorized and empowered to issue its revenue bonds to finance the costs of "projects" as defined in the Enabling Ordinance to the end that the Issuer may be able to relieve conditions of unemployment and to encourage the increase of business, industry and commerce within the boundaries of the Issuer; and

WHEREAS, As a result of negotiations between the Issuer and Alan Jacobs and Harold Jacobs, residents of the State of Illinois (the "Owners"), contracts have been or will be entered into by or on behalf of the Owners for the construction of buildings and building additions, and related property and for the purchase of equipment, all to constitute an automobile repair and service facility, and for the purchase of equipment related to the corporate business of the Owners as automobile dealers (the "Project") within the boundaries of the Issuer, to be constructed and equipped by the Owners primarily on land held in two Illinois Land Trusts, owned by American National Bank and Trust Company of Chicago (the "Bank"), a national banking association, located in Chicago, Illinois, not personally, but as trustee under the provisions of a deed or deeds in trust duly recorded and delivered to it in pursuance of a Trust Agreement dated April 1, 1980, and known as Trust No. 49499 ("Land Trust A") and not personally, but as trustee under the provisions of a deed or deeds in trust duly recorded and delivered to it in pursuance of a Trust Agreement dated June 8, 1981, and known as Trust No. 52930 ("Land Trust B") (collectively, the "Land Trusts"), and it is proposed that the Issuer enter into a Loan Agreement (hereinafter the "Agreement") with the Owners pursuant to which the Issuer shall lend to the Owners a sum sufficient, together with other moneys of the Owners, to accomplish such construction, and equipping, and the Issuer is willing to issue its industrial development revenue bond to finance the Project upon terms which will be sufficient to pay a portion of the cost of the construction and equipping of the Project as evidenced by such industrial development revenue bond, all as set forth in the details and provisions of the Agreement; and

WHEREAS, It is estimated that the costs of the Project, including costs relating to the preparation and issuance of the industrial development revenue bond, will be not less than \$2,000,000; and

WHEREAS, As a result of negotiations between the Land Trusts, the Owners, individually and as sole beneficiaries of Land Trust A and as lessees from Land Trust B, Jacobs' Twin Body Shop, Inc., an Illinois corporation (the "Beneficiary of Land Trust B"), as sole beneficiary of Land Trust B, and Jacobs' Twin Buick, Inc., an Illinois corporation (the "Company"), the Land Trusts and the Owners will enter into agreements to lease or sublease the Project to the Company which is actively engaged as an automobile sales, service and repair concern; and

WHEREAS, The Project will be of the character and will accomplish the purposes provided by the Enabling Ordinance, and will create additional employment opportunities in the City of Chicago, Illinois; and

WHEREAS, The Issuer proposes to sell the industrial development revenue bond hereinafter authorized and designated "Industrial Development Revenue Bond, Series 1981 (Jacobs' Twin Buick, Inc. Project)" upon a negotiated basis to the Bank; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

Definitions

SECTION 1. That the following words and terms as used in this Ordinance shall have the following meanings unless the context or use indicates another or different meaning or intent:

"Agreement" means the Loan Agreement dated as of December 1, 1981, by and between the Issuer and the Owners, as from time to time supplemented and amended.

"Assignment" means the Assignment and Agreement dated as of December 1, 1981, by and among the Issuer and the Bank, as from time to time supplemented and amended.

"Assignment of Rents" means the Assignment of Rents dated as of December 1, 1981, from the Land Trusts, the Beneficiaries and the Owners to the Bank, as from time to time supplemented and amended, whereby the rents under the Leases are assigned to the Bank.

"Bank" means American National Bank and Trust Company of Chicago, Chicago, Illinois, a national banking association duly organized and validly existing under the laws of the United States of America, and its successors and assigns.

"Beneficiaries" means Alan Jacobs and Harold Jacobs, in their capacities as the sole beneficiaries of Land Trust A, their heirs, successors and assigns, and the Beneficiary of Land Trust B, in its capacity as sole beneficiary of Land Trust B.

"Beneficiary of Land Trust B" means Jacobs' Twin Body Shop, Inc., an Illinois corporation, and its successors or assigns.

"Bond" means the Bond authorized to be issued hereunder.

"Bond Purchase Agreement" means the Bond Purchase Agreement dated as of December 1, 1981, by and between the Issuer and the Bank, as from time to time supplemented and amended.

"Code" means the Internal Revenue Code of 1954, as amended.

"Company" means Jacobs' Twin Buick, Inc., an Illinois corporation, and its successors and assigns.

"Construction Fund" means the City of Chicago, Cook County, Illinois, Industrial Development Revenue Bond Construction Fund, Series 1981 (Jacobs' Twin Buick, Inc. Project) created by Section 5 hereof.

The term "default" means those defaults, exclusive of any period of grace, specified in and defined in Section 11 hereof.

"Determination of Taxability" means the first to occur of the following:

(a) on that date when the Owners file (in compliance with their obligations under the Agreement) any statement, supplemental statement or other tax schedule, return or document (whether pursuant to Treasury Regulations Section 1.103-10 (b) (2) (vi), as the same may be amended or supplemented, or otherwise) which discloses that an Event of Taxability shall have in fact occurred (a "Supplemental Statement");

(b) on that date when the Owners shall be advised in writing by the Commissioner or any District Director of Internal Revenue that, based upon the filings of the Owners under the Agreement, or upon any review or audit of the Owners, or upon any other ground whatsoever, an Event of Taxability shall have occurred;

(c) on that date when the Owners shall receive notice from the Bank in writing that the Bank (i) has been advised by the Commissioner or any District Director of Internal Revenue that the interest on the Bond is includable in the gross income of the owner of the Bond due to the occurrence of an Event of Taxability, or (ii) has been presented with evidence satisfactory to the Bank that the Internal Revenue Service has assessed as includable in the gross income of the owner of the Bond the interest on the Bond due to the occurrence of an Event of Taxability;

(d) on that date when the Owners are advised in writing by the Commissioner or any District Director of Internal Revenue that there has been issued a public or private ruling of the Internal Revenue Service or a technical advice memorandum issued by the national office of the Internal Revenue Service in which the Owners have participated or have been given the opportunity to participate, that the interest on the Bond is includable in the gross income of the owner of the Bond due to the occurrence of an Event of Taxability; or

(e) on that date when the Owners are advised in writing that a final determination from which no further right of appeal exists by a court of competent jurisdiction in the United States of America in a proceeding with respect to which the Owners have been given written notice and an opportunity to participate and defend directly, if permitted by law, or by or on behalf of the owner of the Bond at the behest of the Owners, that the interest on the Bond is includable in the gross income of the owner of the Bond due to the occurrence of an Event of Taxability;

provided, however, no Determination of Taxability shall occur under subparagraph (b), (c) or (d) hereof unless the Owners have been afforded the opportunity, at their expense, to contest any such determination directly, if permitted by law, or by or on behalf of the owner of the Bond at the behest of the Owners, and, further, no Determination of Taxability shall occur until the final determination of such contest, if made. The Owners shall give prompt written notice to the Issuer and the Bank of (A) the filing by the Owners of any Supplemental Statement which discloses that an Event of Taxability shall have occurred, and (B) their receipt of any oral or written advice from the Internal Revenue Service that an Event of Taxability shall have occurred.

"Enabling Ordinance" means Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended.

"Equipment Lease" means the Equipment Lease Agreement, dated as of December 1, 1981; by and between the Owners, as lessor, and the Company, as lessee, as from time to time supplemented and amended.

The term "event of default" means those events specified in and defined in Section 11 hereof.

"Event of Taxability" means the paying or incurring of capital expenditures in excess of those permitted in Section 103 (b) (6) (D) of the Code, or the taking of any action by the Owners (or the failure by the Owners to take any action), or the making by the Owners of any misrepresentation in the Agreement or in any certificate required to be given in connection with the issuance, sale or delivery of the Bond, which has the effect of causing the interest payable on the Bond to become includable in the gross income of the owner of the Bond (other than an owner who is a "substantial user" of the Project or a "related person" as such terms are used in Section 103 (b) of the Code).

"Guaranty Agreement" means the Guaranty Agreement dated as of December 1, 1981, from the Company to the Bank, as from time to time supplemented and amended.

"Issuer" means the City of Chicago, Cook County, Illinois, and any successor body to the duties or functions of the Issuer.

"Land Trusts" means Land Trust A and Land Trust B.

"Land Trust A" means the Bank, not personally, but as trustee under the provisions of a deed or deeds in trust duly recorded and delivered to it in pursuance of a Trust Agreement dated April 1, 1980, and known as Trust No. 49499; and any successors or assigns thereof.

"Land Trust B" means the Bank, not personally, but as trustee under the provisions of a deed or deeds in trust duly recorded and delivered to it in pursuance of a Trust Agreement dated June 8, 1981, and known as Trust No. 52930, and any successors or assigns thereof.

"Land Trust A Lease" means the Lease Agreement, dated as of December 1, 1981, by and between Land Trust A, as lessor, and the Company, as lessee, as from time to time supplemented and amended.

"Land Trust B Lease" means the Lease Agreement, dated as of December 1, 1981, by and between Land Trust B, as lessor, and the Owners, as lessee, as from time to time supplemented and amended.

"Leases" means the Land Trust A Lease, the Land Trust B Lease, the Sublease, and the Equipment Lease, collectively.

"Mortgage" means the Mortgage and Security Agreement dated as of December 1, 1981, by and between the Mortgagors and the Bank, as from time to time supplemented and amended.

"Mortgaged Property" means the real and personal property subject to the lien of the Mortgage, as described therein.

"Mortgagors" means the Land Trusts, the Owners and the Beneficiaries.

"Note" means the Promissory Note provided for in Section 4.2 (a) of the Agreement whereby the Owners promise to make installment payments on the Note to the Bank for the account of the Issuer in satisfaction of the debt of the Owners to the Issuer under the Agreement.

"Owners" means Alan Jacobs and Harold Jacobs, in their capacities as individuals and as owners of the portions of the Project deemed to be personal property and as owners or lessees of certain other portions of the Project.

"Ordinance" means this Ordinance.

"Person" means natural persons, partnerships, associations, corporations and public bodies.

"Project" means the buildings, building additions, equipment and related property, which are to be constructed, equipped, and installed by the Owners in part with moneys received under the Agreement, as such is defined and described in the Agreement.

"Sublease" means the Sublease Agreement dated as of December 1, 1981, by and between the Owners, as sublessors, and the Company, as sublessee, as from time to time supplemented and amended.

The words "hereof", "herein", "hereunder" and other words of similar import refer to this Ordinance as a whole.

Authorization of the Project

SECTION 2. That in order to promote the general welfare of the Issuer and its inhabitants by relieving conditions of unemployment and encouraging the increase of business, industry and commerce in the City of Chicago, Illinois, the Project shall be and is hereby authorized to be financed as described herein. The estimated cost of the construction and equipping of the Project is not less than \$2,000,000, which will be provided by the issuance of the Bond hereinafter authorized and the loan of the proceeds thereof to the Owners. It is hereby found and declared that the financing of the Project and the use thereof by the Land Trusts, the Owners and the Company as hereinafter provided is necessary to accomplish

the public purposes described in the preamble hereto, and that in order to further secure the Bond, the mortgaging of the Mortgaged Property by the Mortgagors to the Bank pursuant to the Mortgage, the assignment to the Bank of all rents, revenues, earnings, income, issues, and profits from the leasing and subleasing of the Mortgaged Property pursuant to the Assignment of Rents and the guaranty of the payment of rents under the Leases are necessary and proper.

Authorization and Payment of Bond

SECTION 3. That for the purpose of financing a portion of the cost of the Project there shall be and there is hereby authorized to be issued by the Issuer its Industrial Development Bond, Series 1981 (Jacobs' Twin Buick, Inc. Project), in the principal sum of \$2,000,000, dated the date of its issuance (except a bond issued in exchange for the unredeemed portion of the principal amount of the Bond, which shall be dated as of the first day of the month to which interest on such unredeemed portion of the principal amount of the Bond has been paid), numbered R-1, payable to the order of American National Bank and Trust Company of Chicago, or its assigns, bearing interest on the unpaid principal installments thereof at the rate of eight and three-quarters percent (8-3/4%) per annum, computed as if each calendar year consisted of 360 days and a full calendar month consisted of 30 days, payable in 183 consecutive monthly installments consisting of (i) 3 consecutive monthly installments consisting of interest only payable on or before January 1, 1982 and on or before the first day of each month thereafter to and including March 1, 1982, (ii) 179 consecutive equal monthly installments of \$20,000 consisting of principal and interest payable on or before April 1, 1982, and on or before the first day of each month thereafter to and including February 1, 1997, and (iii) a final monthly installment equal to the entire unpaid balance of principal plus accrued interest thereon on or before March 1, 1997, as set forth in Exhibit A attached hereto and made a part hereof, except as the provisions hereinafter set forth with respect to redemption prior to maturity may become applicable thereto. The Bond shall bear interest on any overdue amount of principal, premium, if any, or interest at the rate of ten and three quarters percent (10-3/4%) per annum until paid, to the maximum extent permitted by law.

The principal installments of and interest on the Bond shall be payable to American National Bank and Trust Company of Chicago, or its assigns, in lawful money of the United States of America at the principal office of American National Bank and Trust Company of Chicago in the City of Chicago, Illinois. The Bank shall note on the Payment Record attached as Schedule A to the Bond the date and amount of payment of each installment of principal (whether at maturity or upon redemption or acceleration) and interest then being paid and of principal (whether at maturity, upon redemption or acceleration) and interest theretofore paid and not yet noted thereon and, upon request of the Owners or the Issuer, the Bond shall be made available by the holder thereof for inspection by the Owners or the Issuer at the principal office of American National Bank and Trust Company of Chicago in Chicago, Illinois. At least annually, the Bank shall notify the Issuer of the payment of the principal installments of the Bond (whether at maturity or upon redemption or acceleration) and shall include in such notification a statement of the unpaid balance of the Bond.

The Bond, together with interest thereon, shall be a limited obligation of the Issuer secured by the Agreement and the Note, a mortgage on and security interest in the Mortgaged Property in favor of the Bank pursuant to the Mortgage, an assignment to the bank of all rents, revenues, earnings, income, issues, and profits from the leasing and subleasing of the Mortgaged Property pursuant to the Assignment of Rents and the guaranty of the payments of rent under the Leases pursuant to the Guaranty, and shall be payable solely from the revenues and receipts derived from the Agreement and the Note authorized to be issued thereunder (except to the extent paid out of moneys attributable to the Bond proceeds, the income from the temporary investment thereof or payments made pursuant to the Guaranty and the Assignment of Rents), and shall be a valid claim of the owner thereof only against the moneys held by the Bank therefor and the revenues and receipts derived from the Agreement and the Note, which revenues and receipts shall be used for no other purpose than to pay the principal installments of, premium, if any, and interest on the Bond, except as may be expressly authorized otherwise in this Ordinance and in the Agreement. The Bond and the obligation to pay interest thereon does not now and shall never constitute an indebtedness or a loan of credit of the Issuer, the State of Illinois or any political subdivision

thereof, or a charge against their general taxing powers, within the meaning of any constitutional or statutory provision, but shall be secured as aforesaid, and is payable solely from the revenues and receipts from the Agreement and the Note (except as stated aforesaid).

The principal installments of the bond shall be subject to redemption prior to maturity if the Owners prepay the Note or a portion thereof pursuant to Section 7.1 of the Agreement, in whole or in part in any amount at any time, such prepayment, if in part, to be applied against principal due on the furthest payment date or dates and not to reduce the amount of the monthly payment thereunder until the full payment of the Bond, at a redemption price of par plus accrued interest to the date fixed for redemption and without premium.

The Bond is subject to mandatory redemption in whole but not in part at any time upon the occurrence of a Determination of Taxability. If a Determination of Taxability occurs, the Bond shall be redeemed on the date specified for prepayment of the Note in the notice given to the Bank by the Owners pursuant to Section 7.2 of the Agreement as a whole at a redemption price of 100% of the principal amount thereof then outstanding plus accrued interest to the redemption date plus a premium equal to interest on the principal amount of the Bond (calculated at the interest rate on the Bond) outstanding at any time after the Event of Taxability, from the Event of Taxability to the payment or redemption of such principal amount. If upon the date of redemption there shall be paid the total amount required by this paragraph, such amount shall constitute total compensation due the owner of the Bond as a result of the occurrence of an Event of Taxability and in satisfaction of the Owner's obligations under the Agreement with respect to the owner of the the Bond.

Upon the receipt by the Issuer and the Bank of at least 30 days' prior written notice from the Owners specifying a date for the prior redemption of principal of the Bond, the Bank shall, to the extent that amounts are or become available therefor, redeem the principal of the Bond in accordance with the two immediately preceding paragraphs. All principal of the Bond designated for prior redemption shall cease to bear interest on the specified redemption date, provided funds for their redemption are on deposit at American National Bank and Trust Company of Chicago on such date. If principal of the Bond is redeemed prior to maturity in part and not in whole, the bank or any other holder of the Bond shall surrender the Bond to the Bank in exchange for a new bond in the amount of the unpaid principal amount of the Bond, a new amortization schedule with respect to the Bond setting forth the amount of the monthly installment payments to be made on the Bond after the date of such partial redemption and the unpaid principal balance of the Bond after each such installment payment, and a new Schedule A. The amortization schedule shall be determined by advancing the date of each subsequent unpaid monthly installment payment and the unpaid principal balance of the Bond after each such installment payment.

The Bond may be prepared in typewritten, printed or engraved form.

The Bond shall be signed by the Mayor by her manual signature and attested by the manual signature of the City Clerk of the Issuer, and the corporate seal of the Issuer shall be affixed thereto.

In the event the Bond is mutilated, lost, stolen or destroyed, the Issuer may execute a new Bond of like date, tenor and maturity as that Bond mutilated, lost, stolen or destroyed; provided that, in the case the Bond is mutilated, such mutilated Bond shall first be surrendered to the Issuer, and in the case the Bond is lost, stolen or destroyed, there shall be first furnished to the Issuer evidence of such loss, theft, or destruction satisfactory to the Issuer, together with indemnity satisfactory to the Issuer. The Issuer shall duplicate on the Payment record of the new Bond replacing the mutilated, lost, stolen, or destroyed Bond all payments of principal (whether at maturity, upon redemption or acceleration) and interest which the Issuer's records indicate as having appeared on the mutilated, lost, stolen, or destroyed Bond. In the event all the principal installments of the Bond shall have matured, instead of issuing a duplicate bond the Issuer may pay the same without surrender thereof. The Issuer may charge the holder or owner of the Bond with reasonable fees and expenses in this connection.

Bond Form

SECTION 4. That the Bond, and the Payment Record - Schedule "A", shall be in substantially the following form:

This Bond is Transferable Only As A Whole.

United States of America

State of Illinois

County of Cook

City of Chicago, Illinois

Industrial Development Revenue Bond, Series 1981
(Jacobs' Twin Buick, Inc. Project)

Payable by the Issuer Solely and Only From Revenues and Receipts
Derived From The Loan Agreement and The Note Herein Defined
and as Otherwise Herein Provided

No. R-1

\$2,000,000

Know All Men By These Presents that the City of Chicago, Cook County, Illinois, a municipality and home rule unit of government created and existing under the constitution and the laws of the State of Illinois (the "Issuer"), for value received, promises to pay solely and only from the sources and as hereinafter provided, to the order of American National Bank and Trust Company of Chicago, or its assigns, the principal sum of Two Million Dollars (\$2,000,000) together with interest on the unpaid principal installment hereof at the rate of eight and three-quarter percent (8-3/4%) per annum, computed as if each calendar year consisted of 360 days and each full calendar month consisted of 30 days, payable in 183 consecutive monthly installments consisting of (i) 3 consecutive monthly installments consisting of interest only payable on or before January 1, 1982, and on or before the first day of each month thereafter to and including March 1, 1982, (ii) 179 consecutive equal monthly installments of \$20,000 consisting of principal and interest payable on or before April 1, 1982 and on or before the first day of each month thereafter to and including February 1, 1997, and (iii) a final monthly installment equal to the entire unpaid balance of principal plus accrued interest thereon on or before March 1, 1997, as set forth in the Ordinance hereinafter identified and Exhibit A attached thereto, except as the provisions hereinafter set forth with respect to redemption prior to maturity may become applicable hereto. This Bond shall, to the maximum extent permitted by law, bear interest on any overdue principal, premium, if any, and interest at the rate of ten and three-quarters percent (10-3/4%) per annum until paid. The principal hereof and premium, if any, and interest hereon are payable in immediately available funds at the principal office of American National Bank and Trust Company of Chicago (the "Bank") in the City of Chicago, Illinois.

Payments of installments of principal (whether at maturity, upon redemption or acceleration) and interest shall be noted by the Bank on the Payment Record - Schedule "A" made a part of this Bond as provided in the Ordinance hereinafter identified pursuant to which this Bond is issued. The Bank or its assigns or any other holder of this Bond shall make this Bond available for inspection at the main office of the Bank in Chicago, Illinois at the request of the Issuer or the Owners (as hereinafter defined).

This Bond is issued in the principal amount of \$2,000,000 and designated "Industrial Development Revenue Bond, Series 1981 (Jacobs' Twin Buick, Inc. Project)" (the "Bond") pursuant to the hereinafter described Enabling Ordinance and to an Ordinance duly adopted by the governing body of the Issuer on _____, 1981 (the "Ordinance") for the purpose of providing funds to finance a portion of the cost of constructing and equipping buildings, building additions, equipment and related property (the "Project") and paying expenses incidental thereto, to the end that the Issuer may be able to relieve conditions of unemployment and encourage the increase of business, industry and commerce within the City of Chicago, Illinois. The

Proceeds of the Bond will be used by the Issuer to pay or reimburse Alan Jacobs and Harold Jacobs (collectively, the "Owners"), for a portion of the cost of the construction and equipping of the Project, under the terms of a Loan Agreement dated as of December 1, 1981 (which agreement, as from time to time supplemented and amended, is hereinafter referred to as the "Agreement"). The Project will be constructed and installed, in part, on land held in two Illinois Land Trusts, with the Bank as trustee, said trusts being numbered Land Trust 49499 ("Land Trust A") and Land Trust 52930 ("Land Trust B") (collectively, the "Land Trusts"). The Land Trusts and the Owners intend to lease the Project to Jacobs' Twin Buick, Inc., an Illinois corporation (the "Company"), pursuant to certain lease and sublease agreements (the "Leases") more particularly described in the Ordinance, for use as an automobile repair and service facility and in the general auto sale business of the Company.

This Bond is secured by a pledge and assignment of revenues and receipts derived by the Issuer from the repayment of the loan by the Owners and other revenues and receipts derived pursuant to the Agreement and the Note issued by the Owners pursuant to the Agreement, and is further secured by a mortgage on and security interest in the Mortgaged Property (as defined in the Ordinance), as assignment of rents; revenues, earnings, issues, income and profits from the leasing and subleasing of the Project, and a guaranty of the payments of rent under the Leases as more fully described in the Ordinance. Reference is made to the Ordinance for a description of the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Issuer, the rights of the owner of this Bond, and the terms on which this Bond is or may be issued and to all the provisions of which the owner hereof by the acceptance of this Bond assents.

This Bond is issued pursuant to and in full compliance with the Constitution and laws of the State of Illinois, particularly Chapter 15.2 of the Municipal Code of the City of Chicago (the "Enabling Ordinance"), as supplemented and amended. This Bond and the obligation to pay interest hereon are limited obligations of the Issuer, secured as aforesaid and payable solely out of the revenues and receipts derived from the Agreement and the Note and otherwise as provided in the Ordinance and the Agreement. This Bond and the obligation to pay interest hereon do not constitute an indebtedness or a loan of credit of the Issuer, the State of Illinois or any political subdivision thereof, or a charge against their general taxing powers, within the meaning of any constitutional or statutory provision of the State of Illinois. No holder of this Bond has the right to compel any exercise of the taxing power of the Issuer to pay this Bond, the interest or premium, if any, hereon. Pursuant to the Provisions of the Agreement, payments sufficient for the prompt payment when due of the principal installments of and premium, if any, and interest on this Bond are to be paid by the Owners directly to the Bank for the account of the Issuer, the terms of the Note being identical to the terms of this Bond, and all revenues and receipts accruing from the repayment of the loan by the Owners under the Agreement and the Note have been duly pledged and assigned to the Bank for that purpose, under the Ordinance, to secure payment of such principal, premium, if any, and interest.

The principal of this Bond shall be subject to redemption prior to maturity if the Owners prepay the Note or a portion thereof pursuant to Section 7.1 of the Agreement in whole or in part in any amount at any time, such prepayment, if in part, to be applied against principal due on the furthest payment date or dates and not to reduce the amount of the monthly payment hereunder until the full payment of the Bond, at a redemption price of par plus accrued interest to the date fixed for redemption and without premium.

This Bond is subject to mandatory redemption in whole but not in part at any time upon the occurrence of a Determination of Taxability (as defined in the Agreement, "Determination of Taxability"). If a Determination of a Taxability occurs, this Bond shall be redeemed on the date specified for prepayment of the Note by the Owners in the notice given to the Bank pursuant to Section 7.2 of the Agreement at a redemption price of 100% of the principal amount thereof plus accrued interest to the redemption date plus a premium equal to interest on the principal amount of this Bond (calculated at the interest rate on this Bond) outstanding at any time after the event of Taxability (as defined in the Agreement, "Event of Taxability"), from the event of Taxability to the payment or redemption of such principal amount. If upon the date of redemption there shall be paid the total amount required by this paragraph, such amount shall constitute total compensation due the owner of this Bond as the result of the occurrence of an Event of Taxability and in satisfaction of the Owner's obligations under the Agreement with respect to the owner of the Bond.

Upon the receipt by the Issuer and the Bank of at least 30 days prior written notice from the Owners specifying a date for the prior redemption of principal of this Bond, the Bank shall, to the extent that amounts are or become available therefor, redeem the principal of this Bond in accordance with the two preceding paragraphs. All principal of this Bond designated for prior redemption shall cease to bear interest on the specified redemption date, provided funds for their redemption are on deposit at American National Bank and Trust of Chicago on such date. If principal of this Bond is redeemed prior to maturity in part and not in whole, the Bank or any other holder of this Bond shall surrender this Bond to the Bank in exchange for a new Bond in the amount of the unpaid principal amount of the Bond, a new amortization schedule with respect to the Bond setting forth the amount of the monthly installment payments to be made on the Bond after the date of such partial redemption and the unpaid principal balance of the Bond after each such installment payment, and a new schedule A, all as provided in the Ordinance.

In certain events, on the conditions, in the manner and with the effect set forth in the Ordinance, the principal installments of this Bond may become or may be declared due and payable before the stated maturity thereof, together with the premium, if any, and interest accrued thereon.

Modifications, alterations or amendments of the provisions of the Ordinance may be made only to the extent and in the circumstances permitted by the Ordinance.

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and laws of the State of Illinois to happen, exist and be performed precedent to and in the issuance of this Bond have happened, exist and have been performed in due time, form and manner as required by law.

In Witness Whereof, the City of Chicago, Cook County, Illinois, by its governing body, has caused this Bond to be signed manually on its behalf by its Mayor and attested manually by its City Clerk, and the corporate seal of the Issuer to be affixed hereto, all as of December _____, 1981.

[Signature forms omitted for printing purposes]

PAYMENT RECORD

<i>Principal Payment</i>	<i>Principal Balance Due</i>	<i>Interest Payment (8-3/4%)</i>	<i>Authorized Official and Title</i>
\$ _____	\$ _____	\$ _____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*Custody and Application of Proceeds
of Bond: Construction Fund*

SECTION 5. There is hereby created and established with the Bank, which is hereby constituted and appointed as depository for the Issuer, a special fund in the name of the Issuer to be designated "City of Chicago, Cook County, Illinois, Industrial Development Revenue Bond Construction Fund, Series 1981 (Jacobs' Twin Buick, Inc. Project)". The proceeds received by the Issuer upon the sale of the Bond shall be deposited in the Construction Fund, which shall be held in a separate account by the depository. Moneys in the Construction Fund shall be expended in accordance with the provisions of the Agreement, and particularly Section 3.3 thereof.

The Bank, as depository, shall keep and maintain adequate records pertaining to the Construction Fund and all disbursements therefrom, and after the Project has been completed and a certificate of payment of all costs filed as hereinafter provided in this Section, the Bank shall deliver copies of such records to the Issuer and the Owners.

The completion of the Project and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Issuer and the Bank of a certificate of the Owners required by Section 3.4 of the Agreement. Any moneys thereafter remaining in the Construction Fund shall be applied in accordance with Section 3.4 of the Agreement.

*Construction of Project and Payment
of Amounts under the Agreement*

SECTION 6. It is the declared intention of the Issuer to authorize the disbursement of the proceeds of the Bond in order to finance a portion of the Cost of the Owner's construction and equipping the Project pursuant to the Agreement in substantially the form which has been presented to and is hereby approved by the governing body of the Issuer and which Agreement is now on file in the official records of the Issuer.

The Agreement and the revenues and receipts thereof, including all moneys received under its terms and conditions and under the Note therein authorized, are to be sufficient to pay the principal installments of, premium, if any, and interest on the Bond hereby authorized, and are hereby pledged and ordered paid on account of the Bond as specified in Section 7 hereof. The Agreement provides that the Owners shall remit the required payments in repayment of the loan under the terms and conditions of the Agreement directly to the Bank for the account of the Issuer for payment on the Bond and such provision is hereby expressly approved.

Revenues; Application Thereof

SECTION 7. The Bond and all payments required of the Issuer hereunder are not general obligations of the Issuer but are special and limited obligations secured by a mortgage on and security interest in the Mortgaged Property pursuant to the Mortgage, an assignment of all rents, revenues, earnings, issues, income and profits from the leasing and subleasing of the Mortgaged Property pursuant to the Assignment of Rents and a guaranty of the rental payments under the leases pursuant to the Guaranty, and the Bond is payable by the Issuer solely and only out of the revenues and receipts derived from the Agreement and the Note as provided herein (except to the extent paid out of moneys attributable to the Bond proceeds, the income from the temporary investment thereof or payments made pursuant to the Guaranty or the Assignment of Rents).

The Bank is authorized and directed to apply all amounts available for repayment of the Note to the direct payment when due of the principal installments of, premium, if any, and interest on the Bond, including, without limitation, payments, as follows: (a) any amount remaining in the Construction Fund to the extent provided in Section 3.4 of the Agreement; (b) all payments made on the Note; (c) all prepayments of the Note pursuant to Article VII of the Agreement; (d) all payments made pursuant to the Guaranty; (e) payments made pursuant to the Assignment of Rents; and (f) all other moneys received by the Bank under and pursuant to any of the provisions of the Agreement, the Note, the Mortgage, the Guaranty or the Assignment of Rents.

The Issuer covenants and agrees that should there be a default under the Agreement, the Issuer shall fully cooperate with the Bank and any other owner of the Bond to the end of fully protecting the rights and security of the Bank and any other such owner. Nothing herein shall be construed as requiring the Issuer to operate the Project or to use any funds or revenues from any source other than funds and revenues derived from the Agreement and the Note (except as otherwise provided herein).

Any amounts remaining after payment in full of the principal installments of, premium, if any, and interest on the Bond (or provisions for payment thereof as provided in this Ordinance) and the charges and expenses of the Bank, shall be paid to the Owners, as provided herein and in Section 9.5 of the Agreement.

*Assignment, Mortgage Assignment
of Rents and Guaranty*

SECTION 8. As security for the due and punctual payment of the principal installments of, premium, if any, and interest on the Bond hereby authorized, the Issuer hereby assigns and pledges to the Bank all revenues and receipts derived by the Issuer pursuant to the Agreement and the Note (except any payment made pursuant to Section 4.2(c) of the Agreement relating to the obligation of the Owners to pay reasonable and necessary expenses of the Issuer, Section 5.2 of the Agreement relating to indemnification of the Issuer by the Owners or Section 6.3 of the Agreement relating to the obligation of the Owners to pay any attorneys' fees and expenses incurred by the Issuer upon the Owners default under the Agreement) and all rights and remedies of the Issuer under the Agreement to enforce payment thereof, and as evidence of such assignment, pledge, and security interest and of the agreement of the Bank to accept its responsibilities with respect to the Construction Fund created pursuant to Section 5 hereof, to the application of payments with respect to the Note pursuant to Section 7 hereof, and to any other owner of the Bond, the Mayor is hereby authorized to execute for and on behalf of the Issuer the Assignment, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the Issuer, and the Mayor and City Clerk are authorized and directed to cause the Assignment to be executed by the Bank, the Assignment to be in substantially the form which has been presented to and is hereby approved by the governing body of the Issuer and which is now on file in the official records of the Issuer.

As further security for the payment of the Note and the principal installments of, premium, if any, and interest on the Bond, the Mortgagors will execute and deliver the Mortgage and the Assignment of Rents in substantially the forms of such documents presented to the governing body of the Issuer, which Mortgage and Assignment of Rents are now on file in the official records of the Issuer and are hereby approved by the governing body of the Issuer, and will cause the Mortgage and the Assignment of Rents to be recorded in the real estate records of the office of the Recorder of Deeds of Cook County, Illinois.

As further security for the payment of the principal installments of, premium, if any, and interest on the Note and the Bond, the Company will execute and deliver the Guaranty in substantially the form presented to the governing body of the Issuer, which Guaranty is now on file in the official records of the Issuer and hereby approved by the governing body of the Issuer.

Investments: Arbitrage

SECTION 9. Any moneys held as part of the Construction Fund created pursuant to Section 5 hereof or on account for the Bond may be invested or reinvested at the direction of the Owners, in accordance with the provisions of Section 3.5 of the Agreement. Any such investment shall be held by or under control of the Bank and shall be deemed at all times a part of the fund or account for which the investment was made, and the interest accruing thereon and any profit realized from such investments shall be credited to such fund or account, and any loss resulting from such investments shall be charged to such fund or account, which loss shall be an obligation of the Owners as provided in the Agreement.

As and when any amount invested pursuant to this Section may be needed for disbursement, the Owners may direct the Bank to cause a sufficient amount of the investments to be sold and reduced to cash to the credit of such fund or account regardless of the loss on such liquidation.

With respect to Section 103(c) of the Code, the Owners have made certain covenants with the Issuer in Section 3.6 of the Agreement, and the Owners will make certain certifications and representations with respect of Section 103(c) of the Code on the date of delivery of the Bond, which certifications and representations the Issuer shall accept and adopt, and the governing body of the Issuer, acting in reliance on such covenants, certifications and representations, hereby covenants with the purchaser and the owner of the Bond that so long as any principal installments of the Bond remain unpaid, the governing body of the Issuer will not take or authorize the taking of any action which will cause the Bond to be classified

as an "arbitrage bond" within the meaning of Section 103(c) of the Code and any lawful regulations promulgated or proposed thereunder, including Treas. Reg. Sections 1.103-13, 1.103-14 and 1.103-15 (1979), as the same presently exist, or may from time to time hereafter be amended, supplemented or revised.

General Covenants

SECTION 10. The Issuer covenants that it will promptly cause to be paid solely and only from the source mentioned in the Bond, the principal installments of, premium, if any, and interest on the Bond hereby authorized at the place, on the dates and in the manner provided herein and in the Bond according to the true intent and meaning thereof. The Bond and the obligation to pay interest thereon are a limited obligation of the issuer, secured and payable as set out in Section 3 hereof.

The Issuer covenants that it will faithfully perform at all times any and all covenants, undertaking, stipulations and provisions contained in this Ordinance, the Bond, the Agreement and the Assignment, and in all proceedings of its governing body pertaining thereto. The Issuer covenants that it is duly authorized under the Constitution and laws of the State of Illinois, including particularly and without limitation the Enabling Ordinance, to issue the Bond authorized hereby and to pledge and assign the revenues and receipts hereby pledged and assigned in the manner and to the extent set forth herein, that all action on its part for the issuance of the Bond has been duly and effectively taken and that the Bond is and will be a valid and enforceable limited obligation of the Issuer according to the true intent and meaning thereof.

The Issuer covenants that it will execute, acknowledge and deliver such instruments, financing statements and other documents as the Bank or other owner of the Bond may reasonably require for the better assuring, granting, pledging and assigning unto the Bank or other owner of the Bond the interest of the Issuer in the Agreement, as well as the rights of the Issuer in and to the required payments of revenues and receipts pursuant to Section 4.2(a) of the Agreement and the Note hereby assigned and pledged to the payment of the principal installments of, premium, if any, and interest on the Bond. The Issuer covenants and agrees that, except as herein and in the Agreement provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the revenues and receipts derived from the Agreement and the Note, or of its rights under the Agreement and the Note.

The Issuer covenants and agrees that all books and documents in its possession relating to the Project and the payments on the Note derived from the Agreement shall at all reasonable times be open to inspection by the owner of the Bond or such accountants or other agencies as such owner may from time to time designate. The Issuer covenants and agrees that it shall, through the Bank, enforce all of its rights and all of the obligations of the Owners under the Agreement for the benefit of the Bank or any other owner of the Bond. The Issuer shall protect the rights of the Bank and any other owner of the Bond hereunder with respect to the assignment and pledge of the revenues and receipts coming due under this Agreement and the Note.

Events of Default and Remedies

SECTION 11. If any of the following events occur it is hereby defined as and declared to be and to constitute and "event of default":

- (a) Default in the due and punctual payment of the premium, if any, on the Bond or of any interest on the Bond when due.
- (b) Default in the due and punctual payment of any principal installment of the Bond, whether at the stated maturity thereof, or upon redemption or proceedings for the acceleration thereof.
- (c) Any event of default under Section 6.1 of the Agreement shall have occurred.

Upon the occurrence of an event of default hereunder and so long as such event of default is continuing, the Bank, on its own behalf as owner of the Bond and on behalf of any other owner of the Bond, by notice in writing delivered to the Owners and the Issuer, may declare the principal installments of the Bond, the premium, if any, thereon and the interest accrued thereon immediately due and payable, and such principal, premium, if any, and interest shall thereupon become and be immediately due and payable. Upon any such declaration all payments under the Agreement and on the Note from the Owners immediately shall become due and payable as provided in Section 6.2 of the Agreement.

While any principal of, premium, if any, or interest on the Bond remains outstanding, the Issuer shall not exercise any of the remedies on default specified in Section 6.2 of the Agreement without first obtaining the prior written consent of the Bank.

Upon the occurrence of an event of default hereunder, the Bank on its own behalf as owner of the Bond or on behalf of any other owner of the Bond, if any, may exercise and enforce such rights as exist under the Agreement, the Note, the Mortgage, the Assignment of Rents or the Guaranty or may pursue any available remedy at law or in equity by suit, action, mandamus or other proceedings to enforce the payment of the principal installments of, premium, if any, and interest on the Bond and to enforce and compel the performance of the duties and obligations of the Issuer, the Land Trusts, the Owners and the Company, as herein and in the Agreement, the Note, the Mortgage, the Assignment of Rents and the Guaranty set forth.

No remedy by the terms of this Ordinance conferred upon or reserved to the Bank is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Bank or any other owner of the Bond hereunder or now or hereafter existing at law or in equity or by statute.

No delay or omission to exercise any right, power or remedy accruing upon any event of default hereunder shall impair any such right, power or remedy or shall be construed to be a waiver of any such event of default or acquiescence therein; and every such right, power or remedy may be exercised from time to time as often as may be deemed expedient.

All moneys received pursuant to any right given or action taken under the provisions of this Section, under the provisions of Article VI of the Agreement (after payments of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Bank acting on its own behalf as the owner of the Bond or on behalf of any other owner of the Bond) or under the Mortgage, the Guaranty or the Assignment of Rents, and all moneys in the Construction Fund at the time of the occurrence of an event of default shall be applied to the payment of the principal, premium, if any, and interest due and unpaid upon the Bond to the person entitled thereto.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Bank shall determine, but in any event within three business days after receipt of such moneys on account for the Bond. The Bank shall give such notice as it may deem appropriate of the receipt of any such moneys and of the fixing of any such date.

Whenever all principal of, premium, if any, and interest on the Bond have been paid under the provisions of this Section, and all expenses of the Bank and the Issuer have been paid, any balance remaining shall be paid to the Owners pursuant to Section 9.5 of the Agreement and as provided in Section 7 hereof.

With regard to any default of which notice is given to the Owners under the provisions of this Section, the Issuer hereby grants the Owners full authority for the account of the Issuer to perform or observe any covenant or obligation alleged in said notice not to have been performed or observed, in the name and stead of the Issuer with full power to do any and all things and acts to the same extent that the Issuer could do in order to remedy such default.

Sale of the Bonds: Execution of Documents

SECTION 12. (a) The sale to American National Bank and Trust Company of Chicago of the Bond hereby authorized at a price of 100% of par and payment pursuant to the Bond Purchase Agreement in substantially the form which has been presented to the governing body of the Issuer is hereby approved by said governing body, and the Bond Purchase Agreement which is now on file in the official records of the Issuer, is hereby in all respects authorized, approved and confirmed.

The Mayor is hereby authorized and directed to execute the Bond Purchase Agreement for and on behalf of the Issuer, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the Issuer.

(b) The Agreement and the Assignment in substantially the form in which the same have been presented to the governing body of the Issuer and which are now on file in the official records of the Issuer are hereby approved by such governing body and are in all respects authorized, approved and confirmed.

The Mayor is hereby authorized and directed to execute the Agreement and the Assignment for and on behalf of the Issuer, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the Issuer.

(c) The Issuer hereby acknowledges that the Project will be leased and subleased by the Land Trusts and the Owners to the Company, and the Land Trusts; the Owners and the Company will execute Leases in substantially the form in which the same has been presented to the governing body of the Issuer and which (with the exception of the Equipment Lease) shall be recorded in the real estate records of the office of the Recorder of Deeds of Cook County, Illinois. The Issuer hereby assents to such leasing and subleasing, and hereby approves the form, terms and provisions of the Leases.

Performance Provisions

SECTION 13. The Mayor and City Clerk for and on behalf of the Issuer be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the Issuer under and pursuant to this Ordinance, the advancement of the loan, the executing and delivery of the Bond and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance. The Mayor and City Clerk be, and they are hereby, further authorized and directed for and on behalf of the Issuer, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this Ordinance or to evidence said authority and to exercise and otherwise take all necessary action to the full realization of the rights, accomplishments and purposes of the Issuer under the Agreement, the Assignment, the Bond and the Bond Purchase Agreement and to discharge all of the obligations of the Issuer thereunder.

Notices

SECTION 14. It shall be sufficient service of any notice or other paper on the Issuer if the same shall be duly mailed to the Issuer by registered or certified mail addressed to the Issuer at City Hall, Chicago, Illinois 60602, Attention: City Clerk, or to such other address as the Issuer may from time to time file with the Bank and the Owners. It shall be sufficient service of any notice or other paper on the Bank if the same shall be duly mailed to the Bank by registered or certified mail addressed to the Bank at 33 North LaSalle Street, Chicago, Illinois 60690, Attention: Commercial Loan Division; or to such other address or addressee as the Bank may from time to time file with the Issuer and the Owners. It shall be sufficient service of any notice or other paper on the Owners if the same shall be duly mailed to the Owners by registered or certified mail addressed to the Owners at 6750 West Grand Avenue, Chicago, Illinois 60635, or to such other address or addressee as the Owners may from time to time file with the Issuer and the Bank.

*Ordinance A Contract; Provisions for
Modifications, Alterations and Amendments*

SECTION 15. The provisions of this Ordinance shall constitute a contract between the Issuer and the owner of the Bond hereby authorized; and after the issuance of the Bond, no modification, alteration, or amendment or supplement to the provisions of this Ordinance shall be made in any manner except with the written consent of the owner of the Bond until such time as all principal installments of, premium, if any, and interest on the Bond shall have been paid in full.

Satisfaction and Discharge

SECTION 16. All rights and obligations of the Issuer, the Owners and the Company under the Bond, this Ordinance, the Bond Purchase Agreement, the Note, the Assignment, the Mortgage, the Assignment of Rents and the Guaranty shall terminate, such instruments shall cease to be of further effect, the Bank shall surrender the Bond, or the owner of the Bond shall surrender the Bond to the Bank, and the Bank shall cancel the Bond, deliver it to the Issuer, deliver a copy of the cancelled Bond to the Owners, and assign and deliver to the Owners any moneys required to be paid to the Owners under Sections 7 and 11 hereof and Section 9.5 of the Agreement (except moneys held by the Bank for the payment of principal installments of, premium, if any, or interest on the Bond) when:

(a) all expenses of the Issuer and the Bank shall have been paid;

(b) the Issuer, the Owners and the Company shall have performed all of their covenants and promises in the Bond, this Ordinance, the Agreement, the Note, the Assignment, the Mortgage, the Assignment of Rents, the Guaranty and the Bond Purchase Agreement; and

all principal installments of, premium, if any, and interest on the Bond have been paid.

Severability

SECTION 17. If any section, paragraph, clause or provision of this Ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision shall not effect any of the remaining provisions hereof.

Captions

SECTION 18. The captions or headings of this Ordinance are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Ordinance.

Provisions in Conflict Repealed

SECTION 19. All ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed, and this Ordinance shall be made available to the public by the City Clerk, in appropriate form, upon request, at the office of the City Clerk, City Hall, Chicago, Illinois. Copies are to be made available in the office of the City Clerk for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this Ordinance. This Ordinance shall be in full force and effect upon its publication as herein and as by law provided.

[Amortization Schedule, Mortgage and Security, Assignment,
Bond Purchase, Assignment of Rents, Guaranty and
Loan Agreements omitted for printing purposes]

**First Amendment to Grant Agreement Authorized between City and
F.A.A. for Airfield Lighting Improvements at
Chicago-O'Hare International Airport.**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Aviation is authorized to execute upon approval as to form and legality by the Corporation Counsel, a First Amendment to Grant Agreement 6-17-002-08 authorized by the City Council on July 8, 1976 (C.J.P. p. 3334) with the United States Government, Federal Aviation Administration, said Amendment to be in the form as attached:

Whereas, the Federal Aviation Administration (hereinafter referred to as the "FAA") has determined that, in the interest of the United States, the Grant Agreement relating to the above-numbered project between the Administrator of the Federal Aviation Administration, acting for and on behalf of the United States of America, and the City of Chicago, Illinois, (hereinafter referred to as the "Sponsor") accepted by said Sponsor on September 29, 1976, should be amended as hereinafter provided; and

Whereas, it has been determined necessary to revise the project description to include rehabilitation and improvement of airfield lighting controls in the air traffic control tower and electrical vaults; and

Whereas, the grant amount is sufficient to provide the Federal share of the rehabilitation and improvement of the airfield lighting controls as a result of favorable construction bids on other project development;

Now, Therefore, Witnesseth:

That in consideration of the benefits to accrue to the parties hereto, the FAA on the one part, and the Sponsor on the other part, do hereby mutually agree that the said Grant Agreement be and hereby is amended by revising the project description on Page 1 of 11 of Part I Offer of the Grant Agreement by changing the "period" at the end of the project description to a "semicolon," and adding the phrase "rehabilitate and improve airfield lighting controls in air traffic control tower and electrical vaults."

In Witness Whereof, the parties hereto have caused this First Amendment to be executed.

[Signature forms omitted for printing purposes]

SECTION 2. This ordinance shall become effective immediately upon its passage.

On motion of Alderman Frost the foregoing proposed ordinance was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Barnett, Evans, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--43.

Nays--None.

City Comptroller Authorized to Advertise for Sale City-owned
Vacant Property Located at No. 1654 N. Bissell St.

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 155 (Except Southwesterly 50 feet) in the Subdivision of Lot Block 6 in Sheffield's Addition to Chicago in the East half of the Southeast quarter of Section 32, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 1654 North Bissell Street Permanent Tax No. 14-32-425-073).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish Economic Disclosure Statement, as per City Ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

SECTION 2. This ordinance shall take effect and be in full force from and after date of its passage.

On motion of Alderman Frost the foregoing proposed ordinance was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--47.

Nays--None.

**Authority Granted for Rejection of Bid for Adjacent Property Owners,
City-owned Property Located at No. 1024 W. 19th St.**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

SECTION 1. The City of Chicago hereby rejects the bid of Rafael and Maria Callardo, No. 1022 W. 19th St., Chicago, Ill. to purchase for the sum of \$5.00 the City-owned vacant property, previously advertised pursuant to Council Authority passed March 6, 1981.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above-named bidder.

SECTION 3. This ordinance shall take effect and be in full force from and after date of its passage.

On motion of Alderman Frost the foregoing proposed ordinance was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--47.

Nays--None.

**Approval Given to Decrease Allocation of MFT Funds
to Close Out Street Cleaning Maintenance for
Year 1980.**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the ordinance listed below and passed by the City Council on the date and page indicated in Column 1, appropriating the amounts indicated in Column 2, of Motor Fuel Tax Funds, be amended to the amounts set forth in Column 4.

SECTION 2. The City Comptroller is hereby directed to transfer the unexpended balance shown in Column 3 to the City's unobligated Motor Fuel Tax Funds.

SECTION 3. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Department of Transportation of the State of Illinois, through the District Engineer of District 1 of said Department of Transportation.

<i>Date & Page Of Council Order</i>	<i>Amount Of Council Order</i>	<i>Amount To Be Transferred To Unobligated MFT Fund</i>	<i>Amount Of Amended Council Order</i>
9 10 80 3643 4	7,840,000.00	350.02	7,839,799.98

SECTION 4. This ordinance shall be in force and effect from and after its passage.

On motion of Alderman Frost the foregoing proposed ordinance was *Passed*, by yeas and nays:

Yeas--Aldermen Barnett, Evans, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--43.

Nays--None.

**City Comptroller Authorized and Directed to Cancel Warrants for
Collection Issued against Certain Charitable, Educational
and Religious Institutions.**

The Committee on Finance to which had been referred on November 4, 1981, sundry proposed orders for cancellation of specified warrants for collection issued against certain charitable, educational and religious institutions, submitted reports recommending that the City Council pass the following substitute proposed order:

Ordered, That the City Comptroller is hereby authorized and directed to cancel specified warrants for collection issued against certain charitable, educational and religious institutions, as follows:

<i>Name and Address</i>	<i>Warrant No. and Type of Inspection</i>	<i>Amount</i>
Anshe Emet Synagogue No. 3754 N. Pine Grove Avenue	P1-109676 (Fuel Burn. Equip.)	\$ 75.00
Bethany Lutheran Church No. 9400 S. Bell Avenue	P1-108994 (Fuel Burn. Equip.)	60.00

<i>Name and Address</i>	<i>Warrant No. and Type of Inspection</i>	<i>Amount</i>
Chicago Association of Retarded Citizens, No. 4919 N. Clark Street	F4-032820 (Mech. Vent.)	27.50
	B3-903321 (Bldg. Insp.)	20.00
Goodwill Industries (Sundry Locations)	B1-013573 (Bldg. Insp.)	57.50
	F4-113155 (Mech. Vent.)	615.00
	F4-113422 (Mech. Vent.)	65.00
Immaculate Conception Church No. 1431 N. North Park Avenue	A1-109513 (Elev.)	23.00
The Lutheran Day Nursery No. 1808 N. Fairfield Avenue	A1-110358 (Elev.)	23.00
Marillac Social Center No. 2822 W. Jackson Boulevard	A1-109036 (Elev.)	46.00
Queen of All Saints Church No. 6280 N. Sauganash Avenue	C2-140522 (Refrg. Insp.)	38.00
School for Exceptional Children, Nos. 1812-1814 W. 103rd Street	F4-818182 (Mech. Vent.)	10.00
	F4-929641 (Mech. Vent.)	10.00
St. Barnabas Church, No. 10134 S. Longwood Drive	P1-013379 (Fuel Burn. Equip.)	80.00
St. Elizabeth Hospital No. 1401 N. Clairmont Avenue	A1-109689 (Elev.)	213.00
	A1-109812 (Elev.)	46.00
St. John Fisher Church No. 10200 S. Western Avenue	P1-109205 (Fuel Burn. Equip.)	160.00
St. Mary of Nazareth Hospital Center, No. 1120 N. Leavitt Street	P1-109137 (Fuel Burn. Equip.)	480.00
Trinity United Church of Christ, No. 532 W. 95th Street	F4-121243 (Mech. Vent.)	92.50

<i>Name and Address</i>	<i>Warrant No. and Type of Inspection</i>	<i>Amount</i>
University of Chicago (Sundry Locations)	A1-106719 (Elev.)	23.00
	A1-106934 (Elev.)	121.00

On motion of Alderman Frost the foregoing proposed substitute order was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone-49.

Nays--None.

**Authority Granted for Issuance of Free Permits
and License Fee Exemptions for Certain
Charitable, Educational and Religious
Institutions.**

The Committee on Finance to which has been referred (October 6 and November 4, 1981) sundry proposed ordinances transmitted therewith to authorize issuance of free permits and license fee exemptions for certain charitable, educational and religious institutions, submitted separate reports recommending that the City Council pass the said proposed ordinances.

On motions made by Alderman Frost *each* of the said proposed ordinances was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone-49.

Nays--None.

Said ordinances as passed read respectively as follows (the *italic* heading in each case not being a part of the ordinance):

FREE PERMIT.

*The Center for Research Libraries
University of Chicago.*

Be it Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to The Center for Research Libraries/University of Chicago for the construction of research library facility on the premises known as No. 6046 S. Kenwood Avenue.

Said building shall be used exclusively for research library and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

LICENSE FEE EXEMPTIONS.

Homes.

Covenant Home of Chicago/Covenant Retirement Center.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Covenant Home of Chicago, Covenant Retirement Center, No. 2725 W. Foster Avenue, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4 for the year 1982.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

Home of the Association of Jewish Blind of Chicago.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Home of the Association of Jewish Blind of Chicago, No. 3525 W. Foster Avenue, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4 for the year 1982.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

Self-Help Home for the Aged.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Self-Help Home for the Aged, No. 908 W. Argyle Street, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4 for the year 1982.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

Day Care Centers.

Church of the Good Sheperd Day Care Center.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1982:

Church of the Good Sheperd Day Care Center
No. 5700 S. Prairie Avenue.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

—
Edison Park Lutheran Church Day Care Center.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1982:

Edison Park Lutheran Church Day Care Center
No. 6626 N. Oliphant Avenue.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

—
Dispensary.

Easter Seal Society of Metropolitan Chicago.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 118-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department of Health, the Easter Seal Society of Metropolitan Chicago (220 S. State Street), Nos. 9451-55 S. Hoyne Avenue, is hereby exempted from payment of the annual license fee provided in Section 118-4, for the year 1982.

SECTION 2. This ordinance shall be in force and effect from and after its passage. and publication.

—
**Authority Granted for Payments for Hospital, Medical and Nursing Services
Rendered Certain Injured Members of Police and Fire Depts.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments for hospital, medical and nursing services rendered certain injured members of the Police and Fire Departments.

On motion of Alderman Frost the said proposed order was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stembark, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone-49.

Nays--None.

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered the injured members of the Police Department and/or the Fire Department herein named. The payment of any of these bills shall not be construed as approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims is set opposite the names of the injured members of the Police Department and/or the Fire Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

Mary C. Avent, 019919, District 21; injured February 1, 1981	\$ 53.00
Bernard Bianchi, 047198, District 24; injured May 18, 1981	140.00
Gilbert L. Broderick, 075106, Special Operations Group; injured March 27, 1979	285.50
Frank T. Cascio, 112257, District 9; injured April 16, 1981	854.35
James C. Cool, 145390, District 11; injured May 14, 1981	121.00
John C. Crenshaw, 155819, District 7; injured May 27, 1981	55.00
James D. Deal, 179610, District 6; injured February 11, 1981	811.50
Kent Erickson, 225040, District 18; injured February 1, 1981	147.00
George Geyer, 278036, District 20; injured February 23, 1981	191.00
Michael A. Kerrigan, 415709, District 12; injured May 22, 1981	36.00
John J. Kohles, 429502, District 10; injured February 22, 1981	108.50
Ralph J. Kolb, 430307, District 20; injured January 31, 1981	78.00
David J. LeDow, 448694, District 15; injured May 31, 1981	57.50
William A. Lesko, 464843, District 3; injured March 28, 1981	172.75
Marguerite M. McCarthy, 519034, District 19; injured March 23, 1978	90.00
James Macari, 496365, District 14; injured May 30, 1981	47.00
James F. Moore, 564572, District 20; injured February 24, 1981	93.75
Daniel P. Nessling, 591385, District 11; injured May 31, 1981	114.00
Anthony Pavis, 635950, Special Operations Group; injured May 26, 1981	60.75
John A. Rice, 684320, District 14; injured September 16, 1976	86.50
Carl M. Schefdore, 724585, District 12; injured March 31, 1981	108.00
Don E. Shepard, 744331, Recruit Training; injured October 18, 1976	39.00
Joseph G. Shillis, 746011, District 9; injured August 29, 1977	5.00
James F. Simmons, 749797, District 5; injured May 21, 1981	123.00
Leslie A. Smulevitz, 763703, District 19; injured March 25, 1981	284.00
George A. Spila, 770644, District 18; injured January 6, 1981	66.00
Leonard Stocker, 781827, Recruit Training; injured March 30, 1977	6.50
Patricia A. Stube, 786221, Youth Division; injured May 25, 1977	216.00
James Sundberg, 791300, District 22; injured April 27, 1981	28.00
Gregory M. Vastine, 830880, District 23; injured March 31, 1981	151.00

Raymond F. Vicari, 833165, Mounted Patrol; injured January 7, 1977	\$ 62.00
Donald W. Watkins, 850479; injured November 21, 1976	16.20
Thomas Wheeler, 860105, Recruit Training; injured May 24, 1977	37.20
Julius A. Young, 886282, District 2; injured December 25, 1977	73.00
Carol Zancha, 888523, District 18; injured February 1, 1981	134.00
Carol Zancha, 888523, District 18; injured February 18, 1981	106.00
Joseph Bannigan, Fire Fighter, Engine Co. 18; injured January 11, 1979	271.00

and

Be It Further Ordered, That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered the injured members of the Police Department and/or Fire Department herein named, provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such members of Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical expense, not to exceed the amount that the City may, or shall, have paid on account of such medical expense, in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department and/or Fire Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

Joseph J. Andruzzi, 014226, District 23; injured January 30, 1981	\$ 30.00
Patricia Brandenburger, 620555, District 3; injured May 26, 1981	255.00
Dexter I. Brann, 069230, District 16; injured May 19, 1981	301.25
John Carey, 105980, District 20; injured July 30, 1981	173.00
Herman J. Crayton, 155332, Special Operations Group; injured April 19, 1979	24.00
Angel L. Cruz, 158804, District 23; injured December 1, 1980	2,416.05
Paul F. Daffe, 166694, District 14; injured February 22, 1980	150.00
Paul F. Daffe, 166694, District 15; injured May 10, 1981	1,339.20
John R. Delanty, 182548, Enforcement Section; injured July 28, 1981	131.00
Eugene D. Domuret, 196046, District 3; injured July 8, 1981	100.00
Marcia R. Downs, 202870, District 20; injured July 3, 1980	500.00
John Giamarusti, 278183, District 23; injured December 7, 1980	408.00

Raymond W. Greenwood, 301827, District 18; injured March 30, 1981	\$ 70.00
Edward J. Hansen, 319495, Special Function Canine; injured April 19, 1981	72.50
Frederick Harder, 320710, District 17; injured April 19, 1981	225.00
Vincent L. Hart, 326048, District 11; injured May 14, 1980	495.00
Reginald Hill, 345937, District 4; injured December 20, 1980	404.50
Marv M. Holtzman, 354130, District 18; injured November 27, 1980	143.00
Andrew Jovanich, 392898, Special Operations Group; injured May 28, 1981	172.00
Fred J. Kukielka, 443174, District 13; injured January 23, 1981	234.00
Kathleen M. Leahy, 458828, District 10; injured May 11, 1979	28.00
Francis P. McCarthy, 517960, Traffic Division Administration; injured July 20, 1981	110.00
Paul Marolis, 502895, District 18; injured October 25, 1978	54.00
John V. Matranza, 513735, District 17; injured May 14, 1979	25.00
Ronald F. Michaels, 549601, Enforcement Section; injured May 11, 1981	182.00
Steve Mitchell, 559040, District 8; injured August 20, 1978	31.00
Clarence Murzyn, 582390, District 13; injured April 27, 1981	47.00
Donald G. Macak, 486231, District 22; injured April 16, 1981	2,134.35
Morianne F. Mueller, 573242, District 14; injured January 12, 1981	47.00
Ruth I. Paliga, 627488, District 6; injured July 13, 1980	347.00
Nathaniel L. Patterson, 634656, District 7; injured February 16, 1979	261.00
Lee E. Patton, 634965, District 16; injured September 10, 1980	139.00
Robert D. Podgorny, 653887, District 1; injured April 9, 1981	126.00
James E. Purtell, 667075, District 2; injured June 16, 1981	115.00
Albert Puhr, 666149, District 18; injured December 14, 1980	1,720.00
Michael Puttin, 667388, District 15; injured April 7, 1981	200.75
Theodore E. Raab, 673208, Internal Affairs Division; injured April 10, 1981	60.50
Kevin O. Ransford, 674038, Enforcement Section; injured April 26, 1981	50.00
Harlow E. Rothgeb, 702600, Area 5 Violent Crimes; injured April 11, 1981	440.50
Edward W. Ryan, 709378, Enforcement Section; injured January 12, 1981	116.25
Jack Stewart, 780488, Area 1 Violent Crimes; injured May 22, 1981	247.80
Robert J. Specht, 769476, District 16; injured April 12, 1981	50.00
David A. Sokonicki, 765406, Area 5 Property Crimes; injured April 16, 1981	117.00

William H. Smith, 762990, Enforcement Section; injured April 26, 1981	\$ 59.00
John A. Schulz, 731039, District 15; injured April 17, 1981	151.00
Clark W. Schroeder, 729190, Special Function Canine; injured April 29, 1981	100.00
Thomas E. Sailer, 714053, Enforcement Section; injured April 26, 1981	59.00
Michael Simpson, 756759, District 16; injured September 10, 1980	75.00
Michael Smandra, 756493, Youth Division; injured March 3, 1981	50.00
John R. Tedesco, 802380, District 9; injured April 30, 1981	105.20
Fred A. Vlahovich, 834856, District 4; injured May 10, 1980	35.00
William Wallace, 841282, Youth Division; injured March 16, 1981	170.00
James H. Washington, 849046, District 6; injured July 20, 1981	95.00
James Kelly, 409349, District 3; injured August 6, 1978	136.00
Leonard Petillo, 642663, District 14; injured June 26, 1976	93.00

Authority Granted for Payment of Miscellaneous Refunds,
Compensation for Property Damage, Etc.

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments of miscellaneous claims.

On motion of Alderman Frost the said proposed order was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone--48.

Nays--None.

Alderman Vrdolyak was excused from voting under the provisions of Rule 14 of the Council's Rules of Order.

Ordered, That the City Comptroller is authorized and directed to pay to the following-named claimants the respective amounts set opposite their names, said amount to be in full and final settlement of each claim on the date and locations by type of claim; with said amount to be charged to the activity and account specified as follows:

Various License Refunds.

Department of Finance: City Comptroller
Account No. 100.9112.934

<i>Name and Address</i>	<i>License No.</i>	<i>Amount</i>
David Hoffman 2408 Royal Drive Lombard, Illinois 60148	20068 Amusement	\$200.00

November 12, 1981

REPORTS OF COMMITTEES

8025

<i>Name and Address</i>	<i>License No.</i>	<i>Amount</i>
7909 S. State Incorporated 7909 S. State Street Chicago, Illinois 60619	1780 Liquor	669.00
Ivan L. Thompson 2900 Grace Street Denver, Colorado 80207	12359 Tobacco	80.00
Ali Abdallah c/o Hassan M. Hassan 1239 S. Wabash Avenue Chicago, Illinois 60605	4944 Tobacco	80.00
Isonchild's Enterprises, Incorporated 6033 N. Sheridan Road, Apt. 13H Chicago, Illinois 60660	K-30284 Liquor	669.00
Eddie Yates 2759 W. Madison Street Chicago, Illinois 60612	20563 Food	50.00
Burnette Wright 5029 W. Monroe Street Chicago, Illinois 60644	K-28211 Food	75.00
Sun Beam Corporation c/o Edward Kush 5400 W. Roosevelt Road Chicago, Illinois 60650	107 Lumber Yard Storehouse	150.00
Sun Beam Corporation c/o Edward Kush 5400 W. Roosevelt Road Chicago, Illinois 60650	1874 Flammable Liquids	798.60
Sun Beam Corporation c/o Edward Kush 5400 W. Roosevelt Road Chicago, Illinois 60650	788 Fuel Oil Storer	352.00
Chuck Price 350 E. 71st Street Chicago, Illinois 60619	1158 Barber Shop	40.00
Joe W. Parker 3306 W. Bryn Mawr Avenue Chicago, Illinois 60652	6062 Tobacco	100.00

Damage to Vehicle.

Fire Department: Account No. 100.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Prestige Casualty Company and Curtis Washington 5454 Fargo Avenue Skokie, Illinois 60077	6-6-81 87th and Cottage Grove Avenue	\$210.70

Damage to Vehicles.

Department of Police: Account No. 100.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Michael D. McKnight 13044 S. Greenwood Avenue Chicago, Illinois 60627	9-2-80 5th District Police Station	\$200.00
Janice M. Sewielski 2117 W. Chicago Avenue Chicago, Illinois 60622	9-3-80 Pound No. 4	25.00
Bernice McFee 8056 S. Justine Avenue Chicago, Illinois 60620	4-1-81 Pound No. 8	55.00
Anjum Bhatti 5100 Marine Drive, Apt. 5B Chicago, Illinois 60640	3-18-81 Pound No. 3	25.00
Sharon Stavrakis 2029 W. Ohio Street Chicago, Illinois 60612	4-11-81 Pound No. 5	25.00
John L. Bauman 1426 Chicago Avenue Evanston, Illinois 60201	11-8-80 Pound No. 11 W. Wacker Drive	25.00
Thomas Conway c/o Karen Hays 5537 W. Wellington Avenue Chicago, Illinois 60641	6-9-81 Luna and Wellington	25.00
Nancy Stewart 2245 S. Central Avenue Chicago, Illinois 60650	7-6-81 Pound No. 5	75.00
Herman Powers 9657 Wentworth Avenue Chicago, Illinois 60628	8-25-81 9657 S. Wentworth Avenue	300.00

Damage to Vehicle.

Department of Streets and Sanitation: Account No. 100.9112.934.

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Sophie Bachula 2256 N. Lockwood Avenue Chicago, Illinois 60639	7-23-81 5400 W. Irving Park Road	\$135.00
Helen C. Johnson 6225 N. Hermitage Avenue Chicago, Illinois 60660	7-27-81 6200 N. Hermitage Avenue	159.00
John Costantini 3 N. 282 RT. 53 Addison, Illinois 60101	6-26-81 4520 N. Clarendon Avenue	25.00
Jeffery N. Weissman 2 Court of Haporside Northbrook, Illinois 60062	8-1-81 875 N. Rush Street	66.50
Louis Valentino 834 S. Oakley Avenue Chicago, Illinois 60612	8-8-81 33rd Ward Yard	350.00

Damage to Property.

Department of Streets and Sanitation: Account No. 100.9112.934.

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Henry Lasken 4953 N. Normandy Avenue Chicago, Illinois 60656	5-27-81 4953 N. Normandy Avenue	\$11.64

and

Be It Further Ordered. That the Commissioner of Water is authorized and directed to pay to the following-named claimants the respective amounts set opposite their names, said amount to be in full and final settlement on the dates and locations by type of claim with said amount to be charged to the activity and account specified as follows:

Refund on Water Leak.

Department of Water: Account No. 200.8220.935.

<i>Name and Address</i>	<i>Location</i>	<i>Amount</i>
Carol Miron 1747 W. Superior Street Chicago, Illinois 60622	1747 W. Superior Street	\$33.64

and

Be It Further Ordered. That the Commissioner of Water is authorized to decrease the amount due by the amount set opposite the name of the claimant upon payment of the unpaid balance; same being abatement of water rates on account of underground leaks and to charge same to Account No. 200.8220.935:

Department of Water.

<i>Name and Address</i>	<i>Location</i>	<i>Amount</i>
Melvin Stroud 7948 S. Ellis Avenue Chicago, Illinois 60619	7948 S. Ellis Avenue	\$168.76
The Harris School 541 Hawthorne Avenue Chicago, Illinois 60657	533 W. Hawthorne Place	300.00
William Cummins 4853 S. Loomis Street Chicago, Illinois 60609	4853 S. Loomis Street	50.40
June Sylvia McFarland 1130 S. Michigan Avenue Apt. 403 Chicago, Illinois 60605	4751-59 S. Vincennes Avenue	300.00

Do Not Pass--SUNDRY CLAIMS FOR PAYMENT OF
DAMAGE TO VEHICLES, ETC.

The Committee on Finance submitted the following report:

CHICAGO, November 9, 1981.

To the President and Members of the City Council:

Your Committee on Finance, to which were referred, February 2, 1981, and subsequently, sundry claims as follows:

Compensation For Damage To Vehicles:

(February 29, 1980)	Allstate Insurance Company and William Butler
(March 6, 1981)	Lloyd W. Priestley Jr.
(March 6, 1981)	Prestige Casualty Company and Steven Rogulich (March 6,
1981) Willie Roberson	
(March 6, 1981)	Stephanie Miller.
(March 6, 1981)	Kemper Group/Waste Management/Waste
(March 6, 1981)	Transfer/J. Woyner
(March 6, 1981)	Guadalupe DeLacerda
(March 6, 1981)	Allstate Insurance and Elma McLean
(March 6, 1981)	Marilyn Gaynes
(March 6, 1981)	Russell Marach
(March 6, 1981)	Norman Borger
(March 6, 1981)	Allstate Insurance Company and Eugene Ray
(March 6, 1981)	Sullivan Trucking Incorporated
(March 6, 1981)	Christopher L. Dignam
(March 6, 1981)	Donald A. Case
(March 6, 1981)	Allstate Insurance Company and May Perkins
(March 6, 1981)	Allstate Insurance Company and Susan Raterman
(October 22, 1981)	Mary Tuff
(October 22, 1981)	Theresa Rimschneider
(October 22, 1981)	Jeanne S. McIntosh
(October 22, 1981)	Kathlene Mullen.

Compensation for Damage to Property:

(June 17, 1981)	Sizes Unlimited
(June 26, 1981)	Illinois Bell Telephone Company
(June 26, 1981)	Brandes Brothers
(June 26, 1981)	Mr. Weglinski
(June 26, 1981)	Warren G. Coleman.

Compensation for Personal Injuries:

(September 14, 1981)	Janice Sims
(September 14, 1981)	Renee Poliakin
(September 14, 1981)	Marion Musage
(September 14, 1981)	Loretta Kretschmer.

Compensation for Various Refunds:

(September 10, 1980)	Nelida Garcia
(September 10, 1980)	O. Larson
(September 10, 1980)	Charles Alesi
(September 10, 1980)	J.D. Young
(September 10, 1980)	C & A Auto Wreckers
(September 10, 1980)	Schaefer Realty
(September 10, 1980)	Advance Refrigeration
(September 10, 1980)	John P. Sullivan
(September 10, 1980)	Arthur McCann
(September 10, 1980)	Charles Christian
(September 10, 1980)	Virginia Venegas
(September 10, 1980)	Pedro Salazar c/o Virgil W. Mungy and
	Associates
(September 10, 1980)	Bari Management Real Estate Company
(September 10, 1980)	L. Roxane Bloomfield
(September 10, 1980)	Geraldine Jackson.

having had the same under advisement begs leave to report and recommend that Your Honorable Body Do Not Pass said claims for payment.

These recommendations were concurred in by a vive voce vote of the members of the committee.

Respectfully submitted,

(Signed)

WILSON FROST,
Chairman.

On motion of Alderman Frost the committee's recommendations were *Concurred In*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone--48.

Nays--None.

Alderman Vrdolyak was excused from voting under the provision of Rule 14 of the Council's Rules of Order.

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Placed on File--MISCELLANEOUS MATTERS.

The Committee on Finance submitted reports recommending that the City Council *Place on File* miscellaneous documents transmitted therewith. On motion of Alderman Frost the committee's recommendations were *Concurred In*.

The following is a summary of said documents:

A communication from the Department of Law, dated November 9, 1981 concerning settlements made or judgments entered against the City of Chicago for the month ending June, 1981.

A communication from Lydia Home Association, dated November 3, 1981 concerning their Annual Audit Report for Year ending June 30, 1981.

A communication from the Department of Public Works, dated November 3, 1981 concerning the monthly progress report on Sewer Bond Issue Projects for the month ending August 31, 1981.

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**COMMITTEE ON CULTURAL DEVELOPMENT AND HISTORICAL
LANDMARK PRESERVATION.**

**Designation of Area Known as Walter Burley Griffin
Place District as "Chicago Landmark".**

The Committee on Cultural Development and Historical Landmark Preservation submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (which was referred to the committee on July 20, 1981):

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The area known as the Walter Burley Griffin Place District is hereby designated as a "Chicago Landmark" in accordance with the provisions of Chapter 21, Section 21-64(f) of the Municipal Code of Chicago.

SECTION 2. The boundaries of the Walter Burley Griffin Place District are:

ON THE NORTH

From a point of beginning where the west line of South Wood Street intersects with a line coincident with the north property line of 1754 West Walter Burley Griffin Place;

East along this coincident line and the north property lines of 1754, 1750, 1746, 1740, 1736, 1732, and 1724 West Walter Burley Griffin Place to the intersection with the west property line of 1720 West Walter Burley Griffin Place;

North along this west line of 1720 West Walter Burley Griffin Place a distance of 83.5 feet to the north line of this same property;

East along the north line of this property and the north lines of 1716 and 1712 West Walter Burley Griffin Place a distance of 150 feet to the intersection with the east property line of the north 83.5 feet of 1712 West Walter Burley Griffin Place;

South along this line of the north 83.5 feet of this property a distance of 83.5 feet to the intersection with the north line of the east 16 feet of this property;

East along the north line of the east 16 feet of this property and continuing east along the north line of the west 34 feet of 1704 West Walter Burley Griffin Place a total distance of 50 feet to the intersection with the west line of the north 83.5 feet of 1704 West Walter Burley Griffin Place;

North along this west line of the north 83.5 feet of this property a distance of 83.5 feet to the intersection with the north line of the north 83.5 feet of this same property;

East along this north line and the north line of 1700 West Walter Burley Griffin Place a distance of 66 feet to the intersection with the east line of the north 83.5 feet of this same property;

South along this east line a distance of 83.5 feet to the intersection with the north line of 1666 West Walter Burley Griffin Place;

East along this north line a distance of 50 feet to the intersection with the west line of 1660 West Walter Burley Griffin Place;

North along this west line a distance of 83.5 feet to the intersection with the north line of this same property;

East along this north line and the north lines of 1656, 1652, and 1646 West Walter Burley Griffin Place a distance of 192 feet to the intersection with the east line of 1646 West Walter Burley Griffin Place;

South along this east line a distance of 83.5 feet to the intersection with the north line of 1642 West Walter Burley Griffin Place;

East along this north line a distance of 50 feet to the intersection with the west line of 1636 West Walter Burley Griffin Place;

North along this west line a distance of 83.5 feet to the north line of this same property;

East along this north line and the north lines of 1630, 1626 and 1620 West Walter Burley Griffin Place a distance of 200 feet to the intersection with the east line of 1620 West Walter Burley Griffin Place;

South along this east line a distance of 83.5 feet to the intersection with the north line of 1616 West Walter Burley Griffin Place;

East along this north line and the north line of 10414 South Prospect Avenue to its coincident intersection with the east line of South Prospect Avenue.

ON THE EAST

South along the east line of South Prospect Avenue to its intersection with a line coincident with the south property line of 10442 South Prospect Avenue.

ON THE SOUTH

West along this coincident line of the south property line of 10442 South Prospect Avenue and the south property lines of 1615 through 1755 West Walter Burley Griffin Place to the coincident intersection with the west line of South Wood Street.

ON THE WEST

North along the west line of South Wood Street to the point of beginning.

Containing property described as follows:

Lots 1-23 inclusive in the subdivision of Lot 6 of Block 5 of Washington Heights, being Blocks 5, 6, 7, 8, 9, 10, 11, and 12, the west ½ of the northwest ¼ of Section 17-37-14 and the east ½ of the northeast ¼ of Section 18-37-14;

Lots 1-23 inclusive in the subdivision of Lot 7 of Block 5 of Washington Heights, being Blocks 5, 6, 7, 8, 9, 10, 11, and 12, the west ½ of the northwest ¼ of Section 17-37-14 and the east ½ of the northeast ¼ of Section 18-37-14;

The following portions of the south 83.5 feet of Lot 5 of Block 5 in Washington Heights, being Blocks 5, 6, 7, 8, 9, 10, 11, and 12, the west ½ of the northwest ¼ of Section 17-37-14 and the east ½ of the northeast ¼ of Section 18-37-14:

- Parcel 1 - the east 150 feet of the west 476 feet;
- Parcel 2 - the east 66 feet of the west 592 feet;
- Parcel 3 - the east 192 feet of the west 834 feet;
- Parcel 4 - the east 200 feet of the west 1,084 feet.

All East of the Third Principal Meridian, County of Cook, State of Illinois.

Addresses of properties with the WALTER BURLEY GRIFFIN PLACE DISTRICT

WALTER BURLEY GRIFFIN PLACE:

even numbers: 1616 through 1754 West Walter Burley Griffin Place,
odd numbers: 1615 through 1755 West Walter Burley Griffin Place,

PROSPECT AVENUE:

even numbers only: 10414 through 10442 South Prospect Avenue.

SECTION 3. Notwithstanding any other provision of the Municipal Code of Chicago, no permit for erection, construction, reconstruction, alteration or demolition of, upon, or within any improvement within said district need be approved by the Commission on Chicago Historical and Architectural Landmarks if said permit is not for work upon or does not alter or destroy the appearance of the exterior of any improvement within said district.

SECTION 4. The Commission on Chicago Historical and Architectural Landmarks is hereby directed to create a suitable plaque appropriately identifying said landmark and to affix said plaque to the property designated as a Chicago Landmark in accordance with the provisions of Section 21-64(f) of the Municipal Code of Chicago.

SECTION 5. The Commission on Chicago Historical and Architectural Landmarks is directed to comply with the provisions of Section 21-64(g) of the Municipal Code of Chicago.

SECTION 6. This ordinance shall take effect on and after the date of its passage.

On motion of Alderman Stone the foregoing proposed ordinance was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--49.

Nays--None.

**Designation of Area Known as Longwood Drive District
as "Chicago Landmark".**

The Committee on Cultural Development and Historical Landmark Preservation submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (which was referred to the committee on July 20, 1981):

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The area known as the Longwood Drive District is hereby designated as a "Chicago Landmark" in accordance with the provisions of Chapter 21, Section 21-64(f) of the Municipal Code of Chicago.

SECTION 2. The boundaries of the Longwood Drive District are:

ON THE NORTH

From a point of beginning on the north line of West 98th Street, said point being 200.4 feet west of the west line of South Longwood Drive;

East along the north line of West 98th Street to its intersection with the east line of South Longwood Drive;

ON THE EAST

South along the east line of South Longwood Drive, crossing West 99th Street and West 100th Street, to its coincident intersection with the south line of West 101st Street;

West along the south line of West 101st Street to its intersection with the east line of South Longwood Drive;

South along the east line of South Longwood Drive, crossing West 101st Place, West 102nd Street, West 103rd Street, West 105th Street, and West 105th Place, to its intersection with the north property line of 10561 South Longwood Drive;

East along this north property line to the east line of this same property;

South along this east property line to the south line of this same property;

West along this south property line to its intersection with the east line of South Longwood Drive;

South along the east line of South Longwood Drive, crossing West 107th Street and West 108th Place, to its intersection with a line coincident with the south property line of 10900 South Longwood Drive;

ON THE SOUTH

West along this south property line to the west line of this same property;

ON THE WEST

North along this west property line and continuing along the west property line of 10864 South Longwood Drive to the south property line of 10856 South Longwood Drive;

West along this south property line to the west line of this same property;

North along this west property line and continuing along the west property line of 10848 South Longwood Drive to the north line of this same property;

East along this north property line to its intersection with the west property line of 10840 South Longwood Drive;

North along this west property line and continuing along the west property line of 2033 West 108th Place to its intersection with the south line of West 108th Place;

West along the south line of West 108th Place to its intersection with a line coincident with the west line of South Seeley Avenue;

North along the west line of South Seeley Avenue to its intersection with a line coincident with the north property line of 10769 South Seeley Avenue;

East along this north property line to the west property line of 10766 South Longwood Drive;

North along this west property line and continuing along the west property line of 10762 South Longwood Drive to the north line of this same property;

East along this north property line to the west property line of 10746 South Longwood Drive;

North along this west property line and continuing along the west property lines of 10742, 10736, 10732, 10724, and 10710 South Longwood Drive and 2017 West 107th Street to the intersection with the south line of West 107th Street;

West along the south line of West 107th Street to its intersection with a line coincident with the west line of South Seeley Avenue;

North along the west line of South Seeley Avenue, crossing West 106th Street, West 105th Place, West 105th Street, and West 104th Street, to its intersection with the south property line of 10330 South Seeley Avenue;

West along this south property line to the west line of this same property;

North along this west property line to the north line of this same property;

East along this north property line to its intersection with the west line of South Seeley Avenue;

North along the west line of South Seeley Avenue to its intersection with the south property line of 10302 South Seeley Avenue;

West along this south property line to the west line of this same property;

North along this west property line to its coincident intersection with the north line of West 103rd Street;

East along the north line of West 103rd Street to the west line of South Seeley Avenue;

North along the west line of South Seeley Avenue to the south line of the alley next north of and parallel to West 103rd Street;

West along this south alley line to its intersection with the west line of the north/south alley next west of South Seeley Avenue;

North along this west alley line to its intersection with the southwest property line of 10210 South Seeley Avenue;

Northwest along this property line to the north line of this same property;

East along this north property line to its intersection with the west line of South Seeley Avenue;

North along the west line of South Seeley Avenue to a line coincident with the north line of West 102nd Street as it exists east of South Seeley Avenue;

East along the north line of West 102nd Street to its intersection with the west property line of 2004 West 102nd Street;

North along this west property line to its coincident intersection with the north line of the alley next north of and parallel to West 102nd Street;

East along this north alley line and continuing along the north property lines of 1942, 1936, 1930, and 1924 West 102nd Street to the intersection with the west property line of 10154 South Longwood Drive;

North along this west property line to the north property line of this same property;

East along this north property line to its intersection with the west property line of 10150 South Longwood Drive;

North along this west property line to its coincident intersection with the north line of West 101st Place;

East along the north line of West 101st Place to its intersection with the west line of South Longwood Drive;

North along the west line of South Longwood Drive to its intersection with a point 200 feet south of the south line of West 101st Street;

West on a line 200 feet south of and parallel to the south line of West 101st Street to its intersection with the west property line of 1929 West 101st Street extended due south;

North along this extended line and this west property line of 1929 West 101st Street to its intersection with the north line of West 101st Street;

East along the north line of West 101st Street to its intersection with the west property line of 10052-60 South Longwood Drive;

North along this west property line to the south property line of 10036 South Longwood Drive;

West along this south property line to a point 125 feet east of the east line of South Winchester Avenue;

North on a line 125 feet east of and parallel to the said east line of South Winchester Avenue to its intersection with the south property line of Shamrock Park;

West along the south line of Shamrock Park to its coincident intersection with the west line of South Winchester Avenue;

North along the West line of South Winchester Avenue to its intersection with the north line of West 100th Street;

East along the north line of West 100th Street to its intersection with the west property line of 9950 South Longwood Drive;

North along this west property line and continuing along the west property lines of 9942, 9938, 9924, 9914, and 9900 South Longwood Drive to the coincident intersection with the north line of West 99th Street;

West along the north line of West 99th Street to its intersection with the west property line of 9840 South Longwood Drive;

North along this west property line and continuing along the west property line of 9830 South Longwood Drive to its intersection with the south property line of 9822 South Longwood Drive;

West along this south property line to the west line of this same property;

North along this west property line and continuing along the west property line of 9812 South Longwood Drive to the north line of that property;

East along this north property line to its intersection with the west property line of 9800 South Longwood Drive;

North along this west property line to its coincident intersection with the north line of West 98th Street, the point of beginning.

Containing property described as follows:

The east 200 feet of the north 97 feet, the east 235 feet of the south 197 feet of the north $\frac{1}{2}$ and the east 206 feet of the south $\frac{1}{2}$ of Block 11 of Dore's Subdivision of the west $\frac{1}{2}$ of the north east $\frac{1}{4}$ of Section 7-37-14;

Lots 1-7 inclusive in Block 2 of Walden Terrace Addition to Chicago, a subdivision of that part of the northwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of Section 7-37-14 lying west of the C.R.I. & P. Railroad Dummy track;

Lots 1 and 2, Lots 3-7 inclusive (except the west 125 feet thereof) and Lot 8 (except the west 140 feet thereof) in Block 5 of Longwood Ridge Subdivision of Blocks 5 and 6 in Walden Terrace Addition to Chicago, a subdivision of that part of the northwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of Section 7-37-14 lying west of the C.R.I. & P. Railroad Dummy track;

The north 200 feet (except the west 390 feet thereof) of Block 2 of Barnard's Subdivision of that part of the southwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ lying west of the C.R.I. & P. Railroad in Section 7-37-14;

The east 120 feet of the north 65 feet of Lot 1, the east 230 feet of the south 5 feet of the same Lot 1, the east 230 feet of Lot 2, and all of Lots 3-6 inclusive in Block 3 of Barnard's Subdivision of that part of the southwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ lying west of the C.R.I. & P. Railroad in Section 7-37-14;

Lots 31-39 inclusive in Block 2 of Board of Trade Subdivision No. 1, being the east $\frac{1}{2}$ of the southwest $\frac{1}{4}$ of Section 7-37-14;

Lots 18, 19, and 20 in Block 1 of Board of Trade Subdivision No. 1, being the east $\frac{1}{2}$ of the southwest $\frac{1}{4}$ of Section 7-37-14;

Lots 2-8 inclusive in Robert C. Givin's Subdivision of Lots 3 and 4 in Block 4 in Barnard's Subdivision of that part of the southwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ lying west of the C.R.I. & P. Railroad in Section 7-37-14 and Lots 40 and 41 in Block 2 in Board of Trade Subdivision No. 1 being the east $\frac{1}{2}$ of the southeast $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of Section 7-37-14;

Lots A, B, C, D, E, and F of Owner's Subdivision of Lot 1 in Block 4 in Barnard's Subdivision of that part of the southwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ lying west of the C.R.I. & P. Railroad of Section 7-37-14, also Lot 1 and that part of Lot 7 lying northerly of the southerly line of Lot 1 extended westerly to the west line of the southeast $\frac{1}{4}$ all in R.C. Givin's Subdivision of Lots 3 and 4 in Block 4 in Barnard's Subdivision of that part of the southwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ lying west of the C.R.I. & P. Railroad of Section 7-37-14;

Lot 2 in Block 4 of Barnard's Subdivision of that part of the southwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ lying west of the C.R.I. & P. Railroad in Section 7-37-14;

Lots 1 and Lots 3-9 inclusive in Block 2 of Washington Park, Charles Hopkinson's Subdivision of that part of the northeast $\frac{1}{4}$ of Section 18-37-14 (lying west of Washington Heights Railroad, with the exception of the northeast corner thereof marked "A");

Lots 1 and 2 of the resubdivision of Lot 2 (except the north 5 feet thereof measured on the west line of said lot) and Lot 3 (except the south 138 feet thereof measured on the west line of said lot) in Block 2 in Washington Park, Charles Hopkinson's Subdivision of that part of the northeast $\frac{1}{4}$ of Section 18-37-14 (lying west of Washington Heights Railroad, with the exception of the northeast corner thereof marked "A");

Lots 1, 2, and 3 of Block 2 in William Baker's Subdivision of Lots 21, 22, 23, 24, and 25 of Block 1, Lots 10, 11, and 12 of Block 2, and Block 3 of Charles Hopkinson's Subdivision of that part of the northeast $\frac{1}{4}$ of Section 18-37-14 (lying west of Washington Heights Railroad, with the exception of the northeast corner thereof marked "A"), also the east $\frac{1}{2}$ of the southeast $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of said Section 18-37-14;

Lots 1-6 inclusive, Lots 8-19 inclusive, and Lots 21 and 22 in Block 4 in William Baker's Subdivision of Lots 21, 22, 23, 24, and 25 of Block 1, Lots 10, 11, and 12 of Block 2, and Block 3 of Charles Hopkinson's Subdivision of that part of the northeast $\frac{1}{4}$ of Section 18-37-14 (lying west of Washington Heights Railroad, with the exception of the northeast corner thereof marked "A"), also the east $\frac{1}{2}$ of the southeast $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of said Section 18-37-14;

Lots 1 and 2 in Grayster's Resubdivision of Lot 7 in Block 4 in William Baker's Subdivision of Lots 21, 22, 23, 24, and 25 of Block 1, Lots 10, 11, and 12 of Block 2, and Block 3 of Charles Hopkinson's Subdivision of that part of the northeast $\frac{1}{4}$ Section 18-37-14 (lying west of Washington Heights Railroad, with the exception of the northeast corner thereof marked "A"), also the east $\frac{1}{2}$ of the southeast $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of said Section 18-37-14;

Lots 1 and 2 in Resubdivision of part of Lot 20 in Block 4 in William Baker's Subdivision of Lots 21, 22, 23, 24, and 25 of Block 1, Lots 10, 11, and 12 of Block 2, and Block 3 of Charles Hopkinson's Subdivision of that part of the northeast $\frac{1}{4}$ of Section 18-37-14 (lying west of Washington Heights Railroad with the exception of the northeast corner thereof marked "A"), also the east $\frac{1}{2}$ of the southeast $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of said Section 18-37-14;

Lot 1 (and the adjoining vacated south 7 feet of Tracy Avenue) and Lots 2-6 inclusive in Block 1 of Chambers and Springer's Subdivision of the north $\frac{1}{2}$ of the northeast $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of Section 18-37-14;

The vacated portion of West 104th Street south of Lot 6 in Block 1 of Chamber and Springer's Subdivision of the north $\frac{1}{2}$ of the northeast $\frac{1}{4}$ of Section 18-37-14;

Lots 13-26 inclusive in Block 2 of Owner's Subdivision of the southeast $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of Section 18-37-14;

Lot 38 in Block 3 in William Baker's Subdivision of Lots 21, 22, 23, 24, and 25 of Block 1, Lots 10, 11, and 12 of Block 2, and Block 3 of Charles Hopkinson's Subdivision of that part of the northeast $\frac{1}{4}$ of Section 18-37-14 (lying west of Washington Heights Railroad, with the exception of the northeast corner thereof marked "A"), also the east $\frac{1}{2}$ of the southeast $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of said Section 18-37-14;

The north 56 feet of Lot 1 (and the adjoining vacated 7 feet of Tracy Avenue) and the south 90 feet of Lot 4 in Block 2 of Chambers and Springer's Subdivision of the north $\frac{1}{2}$ of the northeast $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of Section 18-37-14;

Lots 1-12 inclusive, the east 30 feet of Lots 20, 21, and 22, and all of Lots 23 and 24 in the subdivision of Lots 1 to 8 and the west 33 feet of Lot 9 in Block "P" of the resubdivision of Block "P" of Morgan Park Washington Heights and Lots 1 to 7 in Block 15 of Washington Heights, Section 18-37-14;

Lots 1 and 2 of the resubdivision of Lot 9 (except the south 50 feet and except the west 252 feet thereof) in the resubdivision of Block "P", of Morgan Park Washington Heights and Lots 1 to 7 in Block 15 of Washington Heights, Section 18-37-14;

Lots 1 and 2 in the resubdivision of the east 60 feet of the west 252 feet of Lot 9 (except the south 50 feet thereof) in the resubdivision of Block "P" of Morgan Park Washington Heights and Lots 1 to 7 in Block 15 of Washington Heights, Section 18-37-14;

Lot 9 (except the north 90 feet thereof and except the west 159 feet thereof) in the resubdivision of Block "P" of Morgan Park Washington Heights and Lots 1 to 7 in Block 15 of Washington Heights, Section 18-37-14;

Lots 1-4 inclusive in the resubdivision of Lot 7 (except the south 150 feet) of Block "O" in Morgan Park Washington Heights being the southwest ¼ of Section 18-37-14;

The south 150 feet of Lot 7, all of Lot 5, the north 75 feet of Lot 3, the north 50 feet of the east 50 feet of Lot 6, and the south 110 feet of the east 50 feet of Lot 8, all in Block "O" of the resubdivision of Blocks "A," "B," "C," "D," "E," "F," "I," "K," "L," "M," "N," "O," "Q," "R," "S," "T," "U," "V," and Lots 1 to 10 inclusive and 17 to 24 inclusive in Block "G," Lots 1 to 17 inclusive and 24 to 32 inclusive in Block "H" in Morgan Park Washington Heights being subdivision of part of the southwest ¼ of Section 18-37-14 west of Prospect Avenue and of part of the west ½ of Section 19-37-14 west of Prospect Avenue.

All East of the Third Principal Meridian, County of Cook, State of Illinois.

Addresses of properties within the LONGWOOD DRIVE DISTRICT:

Longwood Drive:

even numbers: all properties on the west side of Longwood Drive with even-numbered addresses from 9800 through 10900 inclusive with the exception of St. Baranbas Church at the northwest corner of West 101st Place and South Longwood Drive,

odd numbers: 10561 South Longwood Drive.

Seeley Avenue:

even numbers: 10210 through 10234 inclusive, and 10302 and 10330 South Seeley Avenue,

odd numbers: 10201 through 10631 inclusive, and 10769 South Seeley Avenue.

100th Street:

odd number: 1901 West 100th Street (Shamrock Park).

101st Street:

odd number: 1929 West 101st Street.

102nd Street:

even numbers: 1924 through 2004 West 102nd Street inclusive,

odd numbers: 1935 through 2019 West 102nd Street inclusive.

103rd Street:

odd numbers: 2001 through 2003 West 103rd Street inclusive.

107th Street:

odd number: 2017 West 107th Street.

108th Place:

odd numbers: 2007 through 2033 West 108th Place.

SECTION 3. Notwithstanding any other provision of the Municipal Code of Chicago, no permit for erection, construction, reconstruction, alteration or demolition of, upon, or within any improvement within said district need be approved by the Commission on Chicago Historical and Architectural Landmarks if said permit is not for work upon or does alter or destroy the appearance of the exterior of any improvement within said district.

SECTION 4. The Commission on Chicago Historical and Architectural Landmarks is hereby directed to create a suitable plaque appropriately identifying said landmark and to affix said plaque to the property designated as a Chicago Landmark in accordance with the provisions of Section 21-64(f) of the Municipal Code of Chicago.

SECTION 5. The Commission on Chicago Historical and Architectural Landmarks is directed to comply with the provisions of Section 21-64(g) of the Municipal Code of Chicago.

SECTION 6. This ordinance shall take effect on and after the date of its passage.

On motion of Alderman Stone the foregoing proposed ordinance was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone-49.

Nays--None.

Action Deferred-- ON PROPOSED ORDINANCE TO ADD ORIGINAL STREET NAMES TO EXISTING STREET NAMES IN PULLMAN HOMES/ PULLMAN GARDENS

The Committee on Cultural Development and Historical Landmark Preservation submitted the following report, which was, on motion of Alderman Shaw and Alderman Stone, *Deferred* and ordered published:

November 10, 1981.

To the President and Members of the City Council:

Your Committee on Cultural Development and Historical Landmark Preservation, to which was referred on May 29, 1981, a proposed ordinance to add original street names to the existing street names in the Pullman Homes/Pullman Gardens Area (Pullman Historic District), begs leave to recommend that your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,
(Signed) BERNARD STONE,
Chairman.

The proposed ordinance transmitted with the foregoing committee report reads as follows:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the names of the streets in the area bounded by E. 111th Street on the north, S. Langley Avenue on the west, E. 114th Street on the south, and S. Cottage Grove Avenue on the east, while retaining their present names, be given additional names as follows, said additional names being those names by which said streets were known prior to annexation to the City of Chicago:

<i>Present Name</i>	<i>Limits</i>	<i>Additional Name</i>
E. 111th Street	S. Cottage Grove Avenue and S. Langley Avenue	E. Florence Boulevard
S. Langley Avenue	E. 111th Street and E. 114th Street	S. Fulton Avenue
S. Champlain Avenue	E. 111th Street and E. 114th Street	S. Stephenson Avenue
S. St. Lawrence Avenue	E. 111th Street and E. 114th Street	S. Watt Avenue
S. Forrestville Avenue	E. 111th Street and E. 114th Street	S. Morse Avenue

S. Cottage Grove Avenue	E. 111th Street and E. 114th Street	S. Pullman Drive
E. 112th Street	S. Cottage Grove Avenue and S. Langley Avenue	E. Arcade Row

SECTION 2. This ordinance shall be in full force and effect from and after its passage and due publication.

COMMITTEE ON ECONOMIC DEVELOPMENT.

**Conditional Approval Given to Issuance of Industrial Revenue Bond
of \$500,000 for Construction of Project by Publix
Office Supplies, Inc.**

The Committee on Economic Development submitted the following report:

CHICAGO, November 10, 1981.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Jane M. Byrne, Mayor (which was referred on October 22, 1981) providing for the issuance of industrial revenue bonds in the amount of \$500,000 for the construction of a project by Publix Office Supplies, Inc., 700 West Chicago Avenue, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee with no dissenting vote.

Respectfully Submitted,
(Signed) EUGENE SAWYER,
Chairman.

On motion of Alderman Sawyer the proposed ordinance transmitted with the foregoing committee report was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone-
-49.

Nays--None.

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 15.2 (the "Enabling Ordinance") of the Municipal Code of the City of Chicago, as supplemented and amended, there has been established an Economic Development Commission of the City of Chicago (the "Commission"), which Commission is empowered to enter into agreements with respect to the proposed development of industrial facilities and to recommend to the City Council that it issue industrial revenue bonds for the public purposes stated in the Enabling Ordinance; and

WHEREAS, The Commission has approved a resolution and Memorandum of Agreement relating to the issuance of not exceeding \$500,000 of industrial revenue bonds to finance an industrial development project in the City of Chicago to be owned and used by Publix Office Supplies, Inc., a Delaware corporation; and

WHEREAS, Such approval constitutes a recommendation to this City Council that it take all further steps necessary for the timely issuance of such bonds; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The recommendation of the Commission is hereby accepted and the Memorandum of Agreement in the form submitted to this City Council is hereby approved.

SECTION 2. Upon the fulfillment of the conditions stated in the Memorandum of Agreement, this City Council will take such other actions and adopt such further proceedings as may be necessary under the Enabling Ordinance to issue such industrial revenue bonds in an amount not exceeding \$500,000.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

**Conditional Approval Given to Issuance of Industrial Revenue
Bond of \$500,000 for Construction of Project
by Washtenaw Partnership.**

The Committee on Economic Development submitted the following report:

CHICAGO, November 10, 1981.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Jane M. Byrne, Mayor (which was referred on October 22, 1981) providing for the issuance of industrial revenue bonds in the amount of \$500,000 for the construction of a project by Washtenaw Partnership, 1140 South Washtenaw, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee with no dissenting vote.

Respectfully Submitted,
(Signed) EUGENE SAWYER,
Chairman.

On motion of Alderman Sawyer the proposed ordinance transmitted with the foregoing committee report was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone-

Nays--None.

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 15.2 (the "Enabling Ordinance") of the Municipal Code of the City of Chicago, as supplemented and amended, there has been established an Economic Development Commission of the City of Chicago (the "Commission"), which Commission is empowered to enter into agreements with respect to the proposed development of industrial facilities and to recommend to the City Council that it issue industrial revenue bonds for the public purposes stated in the Enabling Ordinance; and

WHEREAS, The Commission has approved a resolution and Memorandum of Agreement relating to the issuance of not exceeding \$500,000 of industrial revenue bonds to finance an industrial development project in the City of Chicago for Washtenaw Partnership, an Illinois general partnership, or an Illinois land trust of which it is the beneficiary; and

WHEREAS, Such approval constitutes a recommendation to this City Council that it take all further steps necessary for the timely issuance of such bonds; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The recommendation of the Commission is hereby accepted and the Memorandum of Agreement in the form submitted to this City Council is hereby approved.

SECTION 2. Upon the fulfillment of the conditions stated in the Memorandum of Agreement, this City Council will take such other actions and adopt such further proceedings as may be necessary under the Enabling Ordinance to issue such industrial revenue bonds in an amount not exceeding \$500,000.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

Conditional Approval Given to Issuance of Industrial Revenue
Bond of \$1,000,000 for Construction of Project
by Unicut Corporation.

The Committee on Economic Development submitted the following report:

CHICAGO, November 10, 1981.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Jane M. Byrne, Mayor (which was referred on October 22, 1981) providing for the issuance of industrial revenue bonds in the amount of \$1,000,000 for the construction of a project by Unicut Corporation, 1770 W. Berneau, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee with no dissenting vote.

Respectfully Submitted,
(Signed) EUGENE SAWYER,
Chairman.

On motion of Alderman Sawyer the proposed ordinance transmitted with the foregoing committee report was *Passed*, by yeas and nays as follows:

*Yeas--*Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone-49.

*Nays--*None.

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 15.2 (the "Enabling Ordinance") of the Municipal Code of the City of Chicago, as supplemented and amended, there has been established an Economic Development Commission of the City of Chicago (the "Commission"), which Commission is empowered to enter into agreements with respect to the proposed development of industrial facilities and to recommend to the City Council that it issue industrial revenue bonds for the public purposes stated in the Enabling Ordinance; and

WHEREAS, The Commission has approved a resolution and Memorandum of Agreement relating to the issuance of not exceeding \$1,000,000 of industrial revenue bonds to finance an industrial development project in the City of Chicago for Unicut Corporation, an Illinois corporation; and

WHEREAS, Such approval constitutes a recommendation to this City Council that it take all further steps necessary for the timely issuance of such bonds; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The recommendation of the Commission is hereby accepted and the Memorandum of Agreement in the form submitted to this City Council is hereby approved.

SECTION 2. Upon the fulfillment of the conditions stated in the Memorandum of Agreement, this City Council will take such other actions and adopt such further proceedings as may be necessary under the Enabling Ordinance to issue such industrial revenue bonds in an amount not exceeding \$1,000,000.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

Conditional Approval Given to Issuance of Industrial Revenue Bond of
\$500,000 for Construction of Project by Robert J. Morris.

The Committee on Economic Development submitted the following report:

CHICAGO, November 10, 1981.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Jane M. Byrne, Mayor (which was referred on November 4, 1981) providing for the issuance of industrial revenue bonds in the amount of \$500,000 for the construction of a project by Robert J. Morris, 5559 N. Northwest Highway, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) EUGENE SAWYER,
Chairman.

On motion of Alderman Sawyer the proposed ordinance transmitted with the foregoing committee report was *Passed*, by yeas and nays as follows:

*Yeas--*Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone-49.

*Nays--*None.

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 15.2 (the "Enabling Ordinance") of the Municipal Code of the City of Chicago, as supplemented and amended, there has been established an Economic Development Commission of the City of Chicago (the "Commission"), which Commission is empowered to enter into agreements with respect to the proposed development of industrial facilities and to recommend to the City Council that it issue industrial revenue bonds for the public purposes stated in the Enabling Ordinance; and

WHEREAS, The Commission has approved a resolution and Memorandum of Agreement relating to the issuance of not exceeding \$500,000 of industrial revenue bonds to finance an industrial development project in the City of Chicago for Robert J. Morris, an individual, or an Illinois land trust of which he is the sole beneficiary; and

WHEREAS, Such approval constitutes a recommendation to this City Council that it take all further steps necessary for the timely issuance of such bonds; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The recommendation of the Commission is hereby accepted and the Memorandum of Agreement in the form submitted to this City Council is hereby approved.

SECTION 2. Upon the fulfillment of the conditions stated in the Memorandum of Agreement, this City Council will take such other actions and adopt such further proceedings as may be necessary under the Enabling Ordinance to issue such industrial revenue bonds in an amount not exceeding \$500,000.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

Conditional Approval Given to Issuance of Industrial Revenue Bond of \$475,000 for Construction of Project by Ephriam, Inc.

The Committee on Economic Development submitted the following report:

CHICAGO, November 10, 1981.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Jane M. Byrne, Mayor (which was referred on November 4, 1981) providing for the issuance of industrial revenue bonds in the amount of \$475,000 for the construction of a project by Ephriam, Inc., 3150 Kolin Av., begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) EUGENE SAWYER,
Chairman.

On motion of Alderman Sawyer the proposed ordinance transmitted with the foregoing committee report was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schullter, Volini, Orr, Stone--49.

Nays--None.

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 15.2 (the "Enabling Ordinance") of the Municipal Code of the City of Chicago, as supplemented and amended, there has been established an Economic Development Commission of the City of Chicago (the "Commission"), which Commission is empowered to enter into agreements with respect to the proposed development of industrial facilities and to recommend to the City Council that it issue industrial revenue bonds for the public purposes stated in the Enabling Ordinance; and

WHEREAS, The Commission has approved a resolution and Memorandum of Agreement relating to the issuance of not exceeding \$475,000 of industrial revenue bonds to finance an industrial development project in the City of Chicago for Ephriam, Inc., an Illinois corporation; and

WHEREAS, Such approval constitutes a recommendation to this City Council that it take all further steps necessary for the timely issuance of such bonds; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The recommendation of the Commission is hereby accepted and the Memorandum of Agreement in the form submitted to this City Council is hereby approved.

SECTION 2. Upon the fulfillment of the conditions stated in the Memorandum of Agreement, this City Council will take such other actions and adopt such further proceedings as may be necessary under the Enabling Ordinance to issue such industrial revenue bonds in an amount not exceeding \$475,000.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

Action Deferred--ON PROPOSED ORDINANCE FOR ISSUANCE OF INDUSTRIAL REVENUE BONDS FOR CONSTRUCTION OF PROJECT BY MIDWEST DOCK CORPORATION.

The Committee on Economic Development submitted the following report, which was, on motion of Alderman Vrdolyak and Alderman Sawyer, *Deferred*, and ordered published:

CHICAGO, November 10, 1981.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Jane M. Byrne, Mayor (which was referred on November 4, 1981) providing for the issuance of industrial revenue bonds in the amount of \$3,250,000 for the construction of a project by Midwest Dock Corporation, 10310 S. Muskegon, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) EUGENE SAWYER,
Chairman.

The proposed ordinance transmitted with the foregoing committee report reads as follows:

WHEREAS, Pursuant to Chapter 15.2 (the "Enabling Ordinance") of the Municipal Code of the City of Chicago, as supplemented and amended, there has been established an Economic Development commission of the City of Chicago (the "Commission"), which Commission is empowered to enter into agreements with respect to the proposed development of industrial facilities and to recommend to the City Council that it issue industrial revenue bonds for the public purposes stated in the Enabling Ordinance; and

WHEREAS, The Commission has approved a resolution and Memorandum of Agreement relating to the issuance of not exceeding \$3,250,000 of industrial revenue bonds to finance an industrial development project in the City of Chicago to be owned and occupied by Midwest Dock Corporation, an Illinois corporation, or its designee, for use in its business of receiving, processing and distributing ferrous scrap; and

WHEREAS, Such approval constitutes a recommendation to this City Council that it take all further steps necessary for the timely issuance of such bonds; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The recommendation of the Commission is hereby accepted and the Memorandum of Agreement in the form submitted to this City Council is hereby approved.

SECTION 2. Upon the fulfillment of the conditions stated in the Memorandum of Agreement, this City Council will take such other actions and adopt such further proceedings as may be necessary under the Enabling Ordinance to issue such industrial revenue bonds in an amount not exceeding \$3,250,000.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

COMMITTEE ON HOUSING, CITY AND COMMUNITY DEVELOPMENT.

Approval Given to Sale of Parcel R-6 in Urban Renewal Redevelopment
Project Central West to Academy Square Partnership.

The Committee on Housing, City and Community Development submitted the following report:

CHICAGO, November 10, 1981.

To the President and Members of the City Council:

Your Committee on Housing, City and Community Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Jane M. Byrne, Mayor (which was referred on October 22, 1981) to approve the sale of Parcel R-6 in Urban Renewal Redevelopment Project Central West, to Academy Square Partnership, approved by the Department of Urban Renewal by Resolution No. 81-DUR-155, adopted by the Department on October 20, 1981, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
Chairman.

On motion of Alderman Gabinski the proposed ordinance transmitted with the foregoing committee report was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone-49.

Nays--None.

The following is said ordinance as passed:

WHEREAS, The Redevelopment Plan, as amended, for Redevelopment Project Central West heretofore has been approved by the Department of Urban Renewal and by the City Council of the City of Chicago; and

WHEREAS, The Department proposes to accept an offer to purchase a certain parcel of land as listed below and as set forth in Resolution No. 81-DUR-155 adopted by the Department on October 20, 1981, and, further, has submitted herewith the said proposed offer to the City Council of the City of Chicago for its approval; and

WHEREAS, Section 26 of the Urban Renewal Consolidation Act of 1961 provides that the sale of any real property by a Department of Urban Renewal, where required to be for a monetary consideration, except public sales as provided in Section 18, shall be subject to the approval of the governing body of the municipality in which the real property is located; and

WHEREAS, The City Council has considered the said Resolution and the proposed sale of said parcel of land as provided therein, and it is the sense of the City Council that the sale is satisfactory and should be approved; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The sale proposed by the Department of Urban Renewal of a certain parcel of land in Redevelopment Project Central West, is hereby approved as follows:

Parcel	Sq. Ft.	Sq. Ft. Price	Total Price
R-6	237,485.81	\$1.61	\$382,452.15

provided said figures are subject to adjustment upon the actual survey and determination of the square footage of said parcel.

SECTION 2. This ordinance shall be effective upon its passage and approval.

Approval Given to Sale of Parcel R-7 in Urban Renewal Redevelopment Project Central West to Van Buren Park Associates.

The Committee on Housing, City and Community Development submitted the following report:

CHICAGO, November 10, 1981.

To the President and Members of the City Council:

Your Committee on Housing, City and Community Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Jane M. Byrne, Mayor (which was referred on October 22, 1981) to approve the sale of Parcel R-7 in Urban Renewal Redevelopment Project Central West, to Van Buren Park Associates, approved by the Department of Urban Renewal by Resolution No. 81-DUR-156, adopted by the Department on October 20, 1981, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body Pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
Chairman.

On motion of Alderman Gabinski the proposed ordinance transmitted with the foregoing committee report was Passed. by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone-49.

Nays--None.

The following is said ordinance as passed:

WHEREAS, The Redevelopment Plan, as amended, for Redevelopment Project Central West heretofore has been approved by the Department of Urban Renewal and by the City Council of the City of Chicago; and

WHEREAS, The Department proposes to accept an offer to purchase a certain parcel of land listed below and as set forth in Resolution No. 81-DUR-156 adopted by the Department on October 20, 1981, and, further, has submitted herewith the said proposed offer to the City Council of the City of Chicago for its approval; and

WHEREAS, Section 26 of the Urban Renewal Consolidation Act of 1961 provides that the sale of any real property by a Department of Urban Renewal, where required to be for a monetary consideration, except public sales as provided in Section 18, shall be subject to the approval of the governing body of the municipality in which the real property is located; and

WHEREAS, The City Council has considered the said Resolution and the proposed sale of said parcel of land as provided therein, and it is the sense of the City Council that the sale is satisfactory and should be approved; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The sale proposed by the Department of Urban Renewal of a certain parcel of land in Redevelopment Project Central West, is hereby approved as follows:

Parcel	Sq. Ft.	Sq. Ft. Price	Total Price
R-7	412,360.3	\$1.29	\$531,944.79

provided said figures are subject to adjustment upon the actual survey and determination of the square footage of said parcel.

SECTION 2. This ordinance shall be effective upon its passage and approval.

Approval Given to Sale of Parcel 1 in Urban Renewal Redevelopment Project
Kedzie-Ainslie to Korean American Housing Services, Inc.

The Committee on Housing, City and Community Development submitted the following report:

CHICAGO, November 10, 1981.

To the President and Members of the City Council:

Your Committee on Housing, City and Community Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Jané M. Byrne, Mayor (which was referred on October 22, 1981) to approve the sale of Parcel 1 in Urban Renewal Redevelopment Project Kedzie-Ainslie, to Korean American Community Housing Services, Inc., approved by the Department of Urban Renewal by Resolution No. 81-DUR-152, adopted by the Department on October 20, 1981, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
Chairman.

On motion of Alderman Gabinski the proposed ordinance transmitted with the foregoing committee report was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone-49.

Nays--None.

The following is said ordinance as passed:

WHEREAS, The Redevelopment Plan for Redevelopment Project Kedzie-Ainslie heretofore has been approved by the Department of Urban Renewal and by the City Council of the City of Chicago; and

WHEREAS, The Department proposes to accept an offer to purchase a certain parcel of land as listed below and as set forth in Resolution No. 81-DUR-152 adopted by the Department on October 20, 1981, and, further, has submitted herewith the said proposed offer to the City Council of the City of Chicago for its approval; and

WHEREAS, Section 26 of the Urban Renewal Consolidation Act of 1961 provides that the sale of any real property by a Department of Urban Renewal, where required to be for a monetary consideration, except public sales as provided in Section 18, shall be subject to the approval of the governing body of the municipality in which the real property is located; and

WHEREAS, The City Council has considered the said Resolution and the proposed sale of said parcel of land as provided therein, and it is the sense of the City Council that the sale is satisfactory and should be approved; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The sale proposed by the Department of Urban Renewal of a certain parcel of land in Redevelopment Project Kedzie-Ainslie, is hereby approved as follows:

Purchaser	Parcel	Square Feet	Sq. Ft. Price	Total Price
	1	18,767.7	\$5.50	\$103,222.35

provided said figures are subject to adjustment upon the actual survey and determination of the square footage of said parcel.

SECTION 2. This ordinance shall be effective upon its passage and approval.

MATTERS PRESENTED BY THE ALDERMEN

(Presented by Wards, in Order, Beginning with the First Ward).

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to Ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Etc.

Proposed ordinances, orders and resolutions, described below, were presented by the Aldermen named, as noted. Except where otherwise noted or indicated hereinbelow, unanimous consent was given to permit action by the City Council on each of said proposed ordinances, orders and resolutions without previous committee consideration, in accordance with the provisions of Council Rule 41.

1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

Referred--PROPOSED ORDINANCES TO PROHIBIT AT ALL TIMES PARKING OF VEHICLES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Aldermen</i>	<i>Location and Distance</i>
E. 90th Street, at No. 1011	(except for handicapped);
Shaw (9th Ward)	S. Union Avenue, at No. 12236 (except for handicapped);
Vrdolyak (10th Ward)	S. Avenue L, at No. 9826 (except for handicapped);
Madrzyk (13th Ward)	W. 63rd Street, at No. 3751 (at either side of driveway); W. Columbus Drive, at No. 3265 (at either side of driveway);
Davis (29th Ward)	W. Van Buren Street, at No. 5034 (except for handicapped);

<i>Aldermen</i>	<i>Location and Distance</i>
Laurino (39th Ward)	N. Kimball Avenue, at No. 3926 (except for handicapped);
Merlo (44th Ward)	W. Wellington Avenue, at No. 1506 (except for handicapped);

Referred--PROPOSED ORDER FOR REMOVAL OF PARKING METERS
228-1038 AND 228-1039 ON N. WABASH AVENUE.

Alderman Natarus (42nd Ward) presented a proposed order for the removal of parking meters 228-1038 and 228-1039 located on the east side of N. Wabash Avenue, north of the alley between E. Ohio Street and E. Grand Avenue; which was *Referred to the Committee on Traffic Control and Safety*.

Referred--PROPOSED ORDINANCE TO RESTRICT MOVEMENT OF
VEHICULAR TRAFFIC TO A WESTERLY DIRECTION ON
PORTION OF SPECIFIED ALLEY IN 36TH WARD.

Alderman Farina (36th Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to a westerly direction in the first east-west alley bounded by W. Grand Avenue, N. Melvina Avenue, W. Fullerton Avenue and N. Mobile Avenue; which was *Referred to the Committee on Traffic Control and Safety*.

Referred--PROPOSED ORDINANCE TO AMEND AREA FOR MOVEMENT
OF VEHICULAR TRAFFIC ON S. ALBANY AV.

Alderman Majerczyk (12th Ward) presented a proposed ordinance to amend an ordinance passed on October 16, 1972 page 3893 of the Journal of the Proceedings restricting the movement of vehicular traffic to a northerly direction on S. Albany Avenue from S. Archer Avenue to W. Pershing Road; which was *Referred to the Committee on Traffic Control and Safety*.

Referred--PROPOSED ORDERS FOR INSTALLATION OF TRAFFIC SIGNS.

The aldermen named below presented proposed orders for the installation of traffic signs, of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Alderman</i>	<i>Location and Type of Sign</i>
Humes (8th Ward)	E. 84th Street and S. Dorchester Avenue -- "Stop";
	E. 87th Street and S. Greenwood Avenue -- "Stop";
Vrdolyak (10th Ward)	E. 109th Street and S. Calhoun Avenue -- "2-Way Stop";
	E. 91st Street and S. Bennett Avenue -- "4-Way Stop";
Farina (36th Ward)	W. George Street and N. Melvina Avenue -- "Stop";

<i>Alderman</i>	<i>Location and Type of Sign</i>
Laurino (39th Ward)	W. Rogers Avenue and N. Kostner Avenue -- "Stop";
Pucinski (41st Ward)	W. Bryn Mawr Avenue and N. Oriole Avenue -- "4-Way Stop";
Clewis (45th Ward)	N. Elston Avenue, at No. 5891 (except for handicapped);
Schulter (47th Ward)	W. Cullom Avenue and N. Honore Street -- "4-Way Stop"; N. Hoyne Avenue and W. Bradley Place -- "Stop";
Stone (50th Ward)	W. Loyola Avenue and N. Damen Avenue -- "3-Way Stop."

Referred--PROPOSED ORDINANCE TO PROHIBIT PARKING OF VEHICLES
DURING SPECIFIED HOURS AT SPECIFIED LOCATIONS, ETC.

Alderman Roti (1st Ward) presented two proposed ordinances to prohibit the parking of vehicles during the hours designated, at the locations and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

E. South Water Street (both sides) between N. Wabash and N. Michigan Avenues from 4:00 P.M. to 6:00 P.M. on Monday through Friday (Traffic Lane-Tow Away Zone);

N. Wacker Drive (north side) between N. Wabash and N. Michigan Avenues from 7:00 A.M. to 9:00 A.M. on Monday through Friday (Traffic Lane-Tow Away Zone).

2. ZONING ORDINANCE AMENDMENTS.

Referred--PROPOSED ORDINANCES TO RECLASSIFY
PARTICULAR AREAS.

Proposed ordinances for amendment of the Chicago Zoning Ordinance, for the purpose of reclassifying particular areas, were presented by the aldermen named below, respectively, and were *Referred to the Committee on Buildings and Zoning*, as follows:

BY ALDERMAN BLOOM (5th Ward):

To classify as an R5 General Residence District instead of a B4-2 Restricted Service District the area shown on Map No. 12-D bounded by

a line 144.7 feet south of E. Hyde Park Boulevard; S. Blackstone Avenue; a line 164.7 feet south of E. Hyde Park Boulevard; and the alley next west of and parallel to S. Blackstone Avenue.

BY ALDERMAN KELLEY (20th Ward):

To classify as a B5-3 General Service District instead of a C1-2 Restricted Commercial District the area shown on Map No. 16-E bounded by

a line 100 feet south of and parallel to E. 63rd Street; S. Cottage Grove Avenue; a line 60 feet north of and parallel to E. 65th Street; and the alley next west of and parallel to S. Cottage Grove Avenue.

BY ALDERMAN STONE (50th Ward):

To classify as a Residential Planned Development instead of an R4 General Residence District the area shown on Map No. 17-H bounded by

N. Ridge Avenue; W. Loyola Avenue; N. Damen Avenue; on the north a distance of 197 feet 11 5/8 inches from the north line of W. Loyola Avenue as measured along the east side of N. Damen Avenue.

3. CLAIMS.

Claims against the City of Chicago were presented by the aldermen designated below, respectively for the claimants named, which were *Referred to the Committee on Finance*, as follows:

<i>Alderman</i>	<i>Claimant</i>
Bloom (5th Ward)	Daisey Mitchell
Stone (50th Ward)	Sidney S. Saperstein.

4. UNCLASSIFIED MATTERS (Arranged in Order According to Ward Numbers).

Proposed ordinances, orders and resolutions were presented by the aldermen, named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented by

ALDERMAN ROTI (1st Ward):

*Drafting of Ordinance Directed for Vacation
of Specified Public Alley.*

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the south 205.25 feet, more or less, of the first north-south 14-foot public alley east of S. Peoria Street in the block bounded by W. 18th Street, W. 19th Street, S. Peoria Street, and S. Halsted Street for John Podmajersky (No. 20-1-78-536); said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Roti the foregoing proposed order was *Passed*.

*Referred--PROPOSED ORDER FOR PERMIT TO MAINTAIN
EXISTING CANOPY.*

Also a proposed order for issuance of a permit to The Dearborn Restaurant & Lounge Inc. to maintain and use an existing canopy attached to the building or structure located at No. 163 N. Dearborn Street.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by

ALDERMAN MADRZYK (13th Ward):

*Referred--PROPOSED ORDER TO CLOSE TO TRAFFIC PORTION
OF W. 56th PL. AND W. 57th ST.*

A proposed order to close to traffic W. 56th Place and W. 57th Street, between S. Karlov and S. Keeler

Avenues, on all school days from September 1981 through June 1982 during specified hours.--*Referred to the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN KELLEY (20th Ward):

**Buildings Declared Public Nuisances and
Ordered Demolished.**

A proposed ordinance reading as follows:

WHEREAS, The buildings located at

No. 6315 S. Rhodes Avenue (fire-gutted), and
No. 6317 S. Rhodes Avenue (fire-gutted),

are so deteriorated and weakened that they are structurally unsafe and a menace to life and property in their vicinity; therefore

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The buildings located at

No. 6315 S. Rhodes Avenue (fire-gutted), and
No. 6317 S. Rhodes Avenue (fire-gutted),

are declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish said buildings.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Kelley the foregoing proposed ordinance was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Ciewis, Axelrod, Schulter, Volini, Orr, Stone--49.

Nays--None.

Referred--PROPOSED ORDER FOR PERMISSION TO CLOSE TO TRAFFIC
PORTION OF S. UNIVERSITY AV. FOR SCHOOL PURPOSES.

Also a proposed order to grant permission to the Board of Education/James Wadsworth School, No. 6420 S. University Avenue, to close to traffic S. University Avenue between E. 64th and E. 65th Streets on all school days during specified hours for school purposes.--*Referred to the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN DAVIS (29th Ward):

Referred--PROPOSED ORDER FOR PERMIT TO MAINTAIN
EXISTING CANOPY.

A proposed order for issuance of a permit to maintain and use an existing canopy attached to the building or structure located at No. 3330 W. Fillmore Street.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by

ALDERMAN FARINA (36th Ward):

Referred--PROPOSED ORDER TO MEMORIALIZE THE C.T.A. TO
RELOCATE CERTAIN BUS STOP AT W. NORTH AND
N. NATOMA AVENUES.

A proposed order to memorialize the Chicago Transit Authority to relocate the bus stop presently located at W. North Avenue and N. Natoma Avenue to a point 75 feet west to a far "T" location at N. Columbian Avenue and W. North Avenue.--*Referred to the Committee on Local Transportation.*

Presented by

ALDERMAN NATARUS (42nd Ward):

Drafting of Ordinance Directed for Vacation of Specified
Street and Public Alleys.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of N. Franklin Street lying between the south line of W. Oak Street and the north line of W. Walton Street; also, all of the public alleys in the block bounded by W. Oak Street, W. Walton Street, N. Franklin Street and N. Wells Street; also all of the first north-south 10-foot public alley lying west of N. Franklin Street in the block bounded by W. Oak Street, W. Walton Street, N. Orleans Street, and N. Franklin Street for the Department of Housing (No. 4-42-81-752); said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Natarus the foregoing proposed order was *Passed*.

Presented by

ALDERMAN MERLO (44th Ward):

Jack Brickhouse Congratulated and Honored on His
Long and Memorable Career.

A proposed resolution reading as follows:

WHEREAS, Jack Brickhouse is retiring from his longtime career in sports broadcasting; and

WHEREAS, Jack has covered the Chicago Cubs since April, 1948, when he did WGN Channel 9's first telecast of their games; and

WHEREAS, Jack has now telecast more baseball games than any other sports broadcaster; and

WHEREAS, Jack Brickhouse also broadcast play-by-play accounts of the Chicago Bears' games on radio for 24 years; and

WHEREAS, He has covered countless other sports events of interest to the people of Chicago; and

WHEREAS, Jack's reporting ability, unfailing good humor and infectious enthusiasm have brought tremendous enjoyment to the people of Chicago during all his many years in broadcasting; now, therefore,

Be It Resolved, That the Chicago City Council in meeting this 13th day of November, 1981, honor and congratulate Jack Brickhouse on his long and memorable career in sports broadcasting and wish him the encouragement of a hearty "Hey! Hey!" in all his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Jack Brickhouse.

Alderman Merlo moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Merlo, seconded by Alderman Natarus, the foregoing proposed resolution was *Adopted*.

Presented by

ALDERMAN AXELROD (46th Ward):

Referred--PROPOSED RESOLUTION CALLING FOR A PUBLIC HEARING
TO CONSIDER COMBATING STREET PROSTITUTION MORE
EFFECTIVELY.

Also a proposed resolution urging City Council members to request a public hearing to consider why a previously passed ordinance is not used to more effectively combat street prostitution.--*Referred to the Committee on Police, Fire, Personnel and Municipal Institutions.*

Presented by

ALDERMAN SCHULTER (47th Ward):

Referred--PROPOSED ORDINANCES FOR GRANTS OF
PRIVILEGES IN PUBLIC WAYS.

Two proposed ordinances for grants of privileges in public ways, which were *Referred to the Committee on Local Industries, Streets and Alleys*, as follows:

Ideal Investment Corporation, to maintain and use as now constructed a two-story covered bridge or passage over and across the north-south public alley between N. Paulina Street and N. Hermitage Avenue north of W. Irving Park Road, connecting the second and third floors of Nos. 4002-4006 N. Paulina Street with the corresponding floors of Nos. 4003-4007 N. Hermitage Avenue;

Ideal Investment Corporation, to maintain and use as now constructed a tunnel under the surface of the north-south public alley between N. Paulina Street and N. Hermitage Avenue north of W. Irving Park Road, connecting the basements of Nos. 4002-4006 N. Paulina Street with the premises at Nos. 4003-4007 N. Hermitage Avenue.

**5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATIONS OF
WARRANTS FOR COLLECTION, AND WATER RATE EXEMPTIONS, ETC.**

Proposed ordinance, orders, etc. described below, were presented by the aldermen named, and were *Referred to the Committee on Finance*, as follows:

License Fee Exemptions.

BY ALDERMAN ROTI (1st Ward):

Near West Side Co-op Nursery School, No. 919 S. Loomis Street (new location) (formerly at the United Church of the Medical Center, 606 S. Ashland Avenue).

BY ALDERMAN BLOOM (5th Ward):
Sinai Nursery School, No. 1720 E. 54th Street.

BY ALDERMAN LAURINO (39th Ward):
The Ark, No. 3509 W. Lawrence Avenue.

BY ALDERMAN NATARUS (42nd Ward):
American Red Cross, Mid-America Chapter, No. 43 E. Ohio Street.

Cancellation of Warrants for Collection.

BY ALDERMAN ROTI (1st Ward):
Spertus College of Judaica, No. 618 S. Michigan Avenue--boiler and fuel burning equipment and unfired pressure vessel inspections.

BY ALDERMAN BARNETT (2nd Ward):
Saint James Church, No. 2942 S. Wabash Avenue--boiler and fuel burning equipment inspection.

BY ALDERMAN SHAW (9th Ward):
Chicago Youth Centers, No. 611 W. Adams Street, for their premises located at No. 461 E. 111th Street--mechanical ventilation inspection.

BY ALDERMAN HUELS (11th Ward):
All Saints--St. Anthony of Padua Church, No. 518 W. 28th Place--boiler and fuel burning equipment inspection.

Nativity of Our Lord Church, No. 653 W. 37th Street--boiler and fuel burning equipment inspection.

BY ALDERMAN MARZULLO (25th Ward):
Schwab Rehabilitation Hospital, No. 1401 S. California Boulevard--elevator inspection.

BY ALDERMAN NATARUS (42nd Ward):
Dr. William M. Scholl/College of Podiatric Medicine, No. 1001 N. Dearborn Street--boiler and fuel burning equipment and unfired pressure vessel and mechanical ventilation inspections.

Saint Paul's Evangelical Lutheran Church, No. 1301 N. LaSalle Street--mechanical ventilation inspection.

BY ALDERMAN OBERMAN (43rd Ward):
St. Joseph Hospital, No. 2900 N. Lake Shore Drive, for their premises located at No. 711 W. North Avenue--mechanical ventilation inspection.

BY ALDERMAN CLEWIS (45th Ward):
St. Mary of Providence School, No. 4206 N. Austin Avenue--refrigeration equipment inspection.

BY ALDERMAN SCHULTER (47th Ward):
Sydney R. Forkosh Hospital, No. 2544 W. Montrose Avenue--boiler and fuel burning equipment inspection.

APPROVAL OF JOURNAL OF PROCEEDINGS.

Journal (August 19, 1981).

Alderman Frost moved to *Correct* the printed Official Journal of the Proceedings of the regular meeting held on August 19, 1981 as follows:

Page 6904 - right-hand column - by deleting the word "Southeast" appearing in the twenty-second line from the bottom of the page and inserting the word "Southwest" in lieu thereof.

The motion *Prevailed*.

Journal (October 6, 1981).

Alderman Frost moved to *Correct* the printed Official Journal of the Proceedings of the regular meeting held on October 6, 1981 as follows:

Page 7372 - by deleting the address "6424" as it appears in various sections of the ordinance and inserting the address 6426 in lieu thereof.

The motion *Prevailed*.

Journal (November 4, 1981).

Alderman Frost moved to *Correct* the printed Official Journal of the Proceedings of the regular meeting held on November 4, 1981 as follows:

Page 7873 - by deleting the name "Sherman" and number "21st" appearing in the sixteenth line from the bottom of the page and inserting the name "Streeter" and number "17th" in lieu thereof;

Page 7899 - by deleting the word "east" appearing in the fourth line from the bottom of the page and inserting the word "west" in lieu thereof.

The motion *Prevailed*.

JOURNAL (November 10, 1981).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Tuesday, November 10, 1981, at 11:00 A.M., signed by him as such City Clerk.

Alderman Frost moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS.

Chicago Zoning Ordinance Amended to Reclassify Area Shown on Map No. 24-C.

On motion of Alderman Vrdolyak the City Council took up for consideration the report of the Committee on Buildings and Zoning deferred and published in the Journal of the Proceedings of November 4, 1981, pages 7845-7846, recommending that the City Council pass a proposed ordinance for amendment of the Chicago Zoning Ordinance to reclassify a particular area.

On motion of Alderman Vrdolyak the said proposed ordinance was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Sawyer, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--47.

Nays--Aldermen Bloom, Bertrand--2.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-1 Restricted Commercial, M1-1 Restricted Manufacturing, and M2-2 General Manufacturing symbols and indications as shown on Map No. 24-C in the area bounded by:

E. 95th Street; a line 17.3 feet west of S. Constance Avenue or the line thereof if extended where no street exists for a distance of 819.49 feet to the point of its intersection with the west boundary of the alley next southwest and parallel to S. Van Vlissingen Road; the alley next southwest of and parallel to S. Van Vlissingen Road for a distance of 246.81 feet; a line from a point 259.6 feet northwest of E. 97th Street as measured along the westerly line of the alley next southwest of and parallel to S. Van Vlissingen Road, to a point 537.5 feet southwest of and perpendicular to the alley next southwest of and parallel to S. Van Vlissingen Road and 1321.44 feet south of E. 95th Street; a line from a point 537.5 feet southwest of a perpendicular to the alley next southwest of and parallel to S. Van Vlissingen Road and 1321.44 feet south of E. 95th Street extending northwesterly for a distance of 394.78 feet, to a point 548.85 feet west of S. Constance Avenue or the line thereof if extended where no street exists and 988.44 feet south of E. 95th Street; and a line 548.85 feet west of S. Constance Avenue or the line thereof if extended where no street exists for a distance of 989.44 feet,

to the designation of a Residential-Institutional-Business Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part hereof and to no others.

[Planned Development printed on pages 8059 - 8064 of this Journal.]

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Recess Taken.

At this point in the proceedings, Alderman Frost moved that a forty minute recess be taken.

The motion *Prevailed* and the City Council *Stood in Recess*.

Reassembling of City Council After Recess.

Honorable Jane M. Byrne, Mayor called the City Council to order at 4:20 P.M.

**Chapter 4, Sections 4-13 through 4-64 of Municipal Code
Amended Concerning Referendum Procedures for Redistricting
City Wards and Redistricting of the City Into
Fifty Wards.**

On motion of Alderman Frost the City Council took up for consideration the report of the Committee on Committees and Rules deferred and published in the Journal of the Proceedings of November 10, 1981 pages 7916-7934, recommending that the City Council pass two proposed ordinances to amend the Municipal Code of Chicago, concerning referendum procedures for redistricting the City Wards and establishing new boundary lines for Chicago's fifty wards.

Alderman Frost then moved to *Divide the Question*.

The motion *Prevailed*.

RESIDENTIAL - INSTITUTIONAL - BUSINESS PLANNED DEVELOPMENTPLAN OF DEVELOPMENTSTATEMENTS

1. The area delineated herein as "Residential - Institutional - Business Planned Development" is owned or controlled by Christ Universal Temple, Inc.
2. The Applicant or its successors, assignees or grantees shall obtain all official reviews, approvals, licenses and permits.
3. The following shall be permitted within the area delineated herein as "Residential - Institutional - Business Planned Development": Church, Church School, Business, Residential for families and elderly and Related Uses, including Tennis Courts and related recreational facilities.
4. Off-street parking and loading facilities shall be provided in compliance with this Plan of Development, subject to the review of the Department of Streets and Sanitation and the approval of the Department of Planning.
5. Any dedication or vacation of streets and alleys or easements or grants of privilege or any adjustment of rights-of-way shall require a separate submittal on behalf of the Applicant or its successors, assignees or grantees.
6. Any service drives or other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas. Fire lanes shall be adequately designed and paved in compliance with the Municipal Code of Chicago and shall have a minimum width of 20 feet to provide ingress and egress for emergency vehicles. There shall be no parking within such paved areas.
7. Business and business identification signs may be permitted within the area delineated herein as "Residential - Institutional - Business Planned Development" subject to the review and approval of the Department of Inspectional Services and the Department of Planning. No advertising signs shall be permitted.

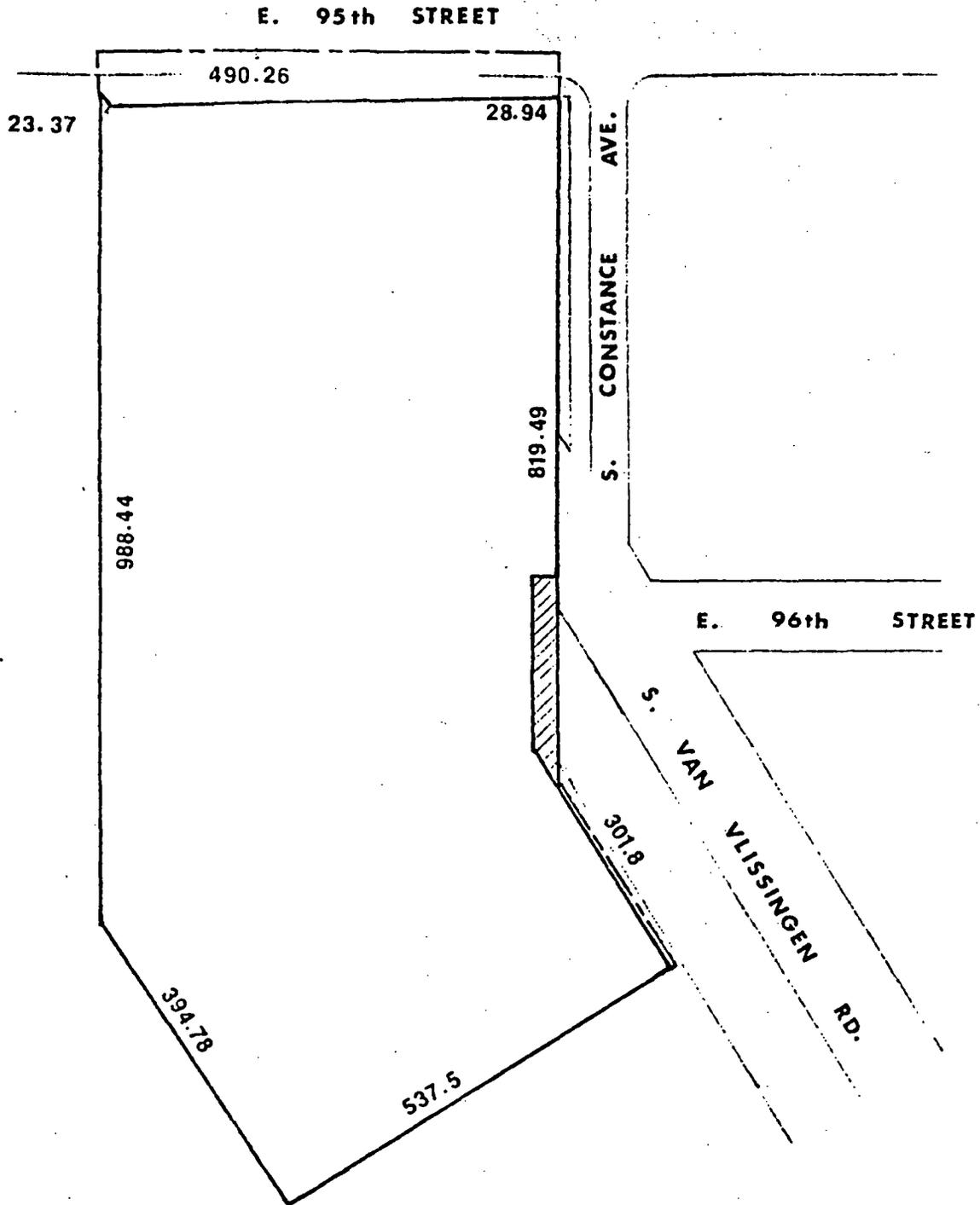
8. The height restriction of any building or any appurtenance attached hereto shall be Two hundred and fifty feet (250') and subject to:
 - a. height limitations as certified on Form FAA-117, or successor forms involving the same subject matter, and approved by the Federal Aviation Administration; and
 - b. airport zoning regulations as established by the Department of Planning, City and Community Development, Department of Aviation, and Department of Law, as approved by the City Council.
9. The information in the table attached hereto sets forth data concerning the generalized land use plan of the area delineated herein as "Residential - Institutional - Business Planned Development" and stipulates the land use and development controls applicable to the site.
10. The Plan of Development shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments" as promulgated by the Commissioner of the Department of Planning.

November 12, 1981

UNFINISHED BUSINESS

8061

RESIDENTIAL - INSTITUTIONAL - BUSINESS PLANNED DEVELOPMENT
PROPERTY LINE MAP AND RIGHT-OF-WAY ADJUSTMENTS

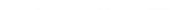


Applicant: CHRIST UNIVERSAL TEMPLE, INC.

Date:

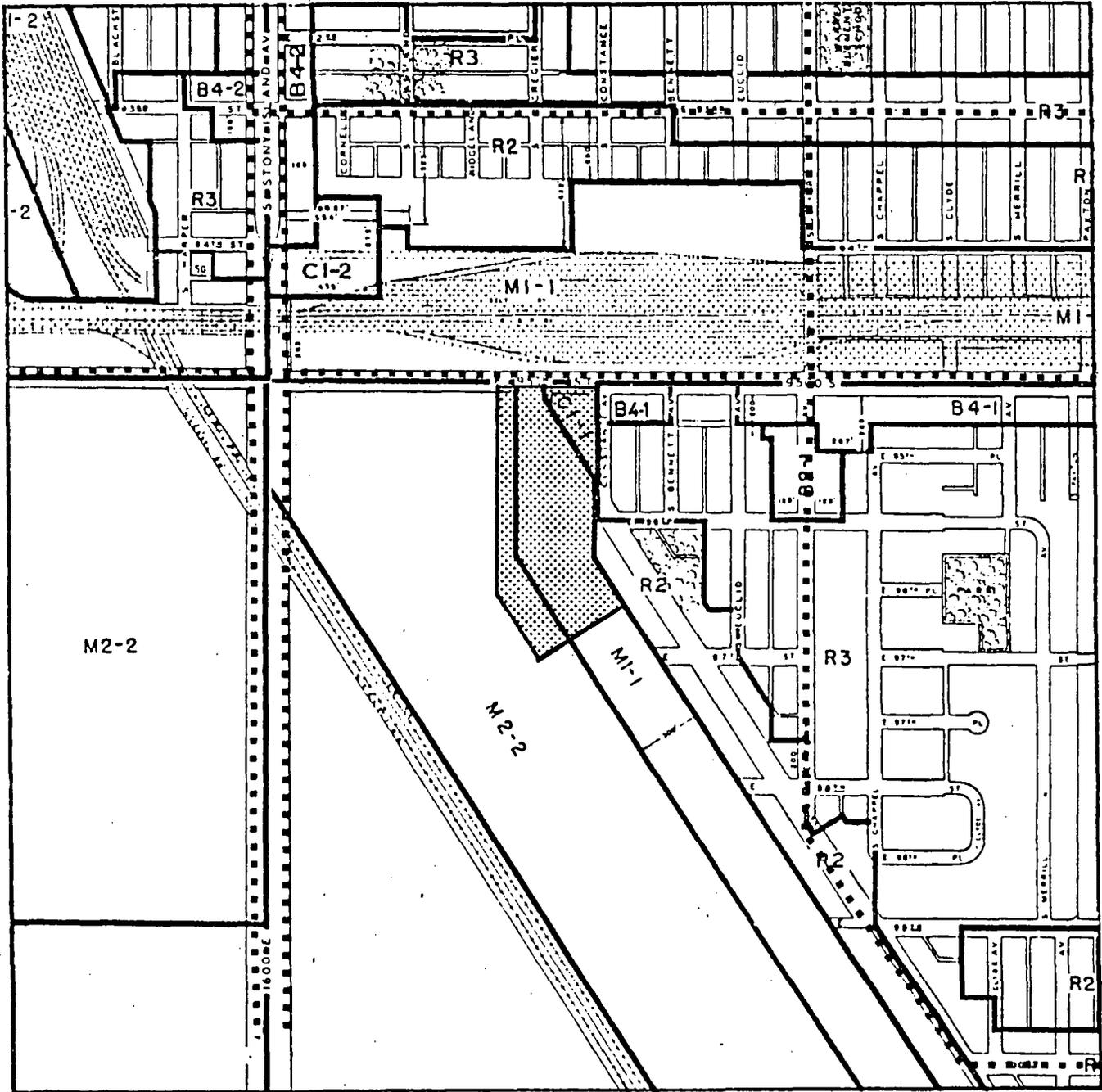
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-  PROPERTY LINE
-  PLANNED DEVELOPMENT BOUNDARY
-  ALLEY TO BE DEDICATED

RESIDENTIAL-INSTITUTIONAL-BUSINESS PLANNED DEVELOPMENT

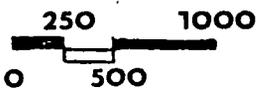
EXISTING ZONING AND PREFERENTIAL STREET MAP



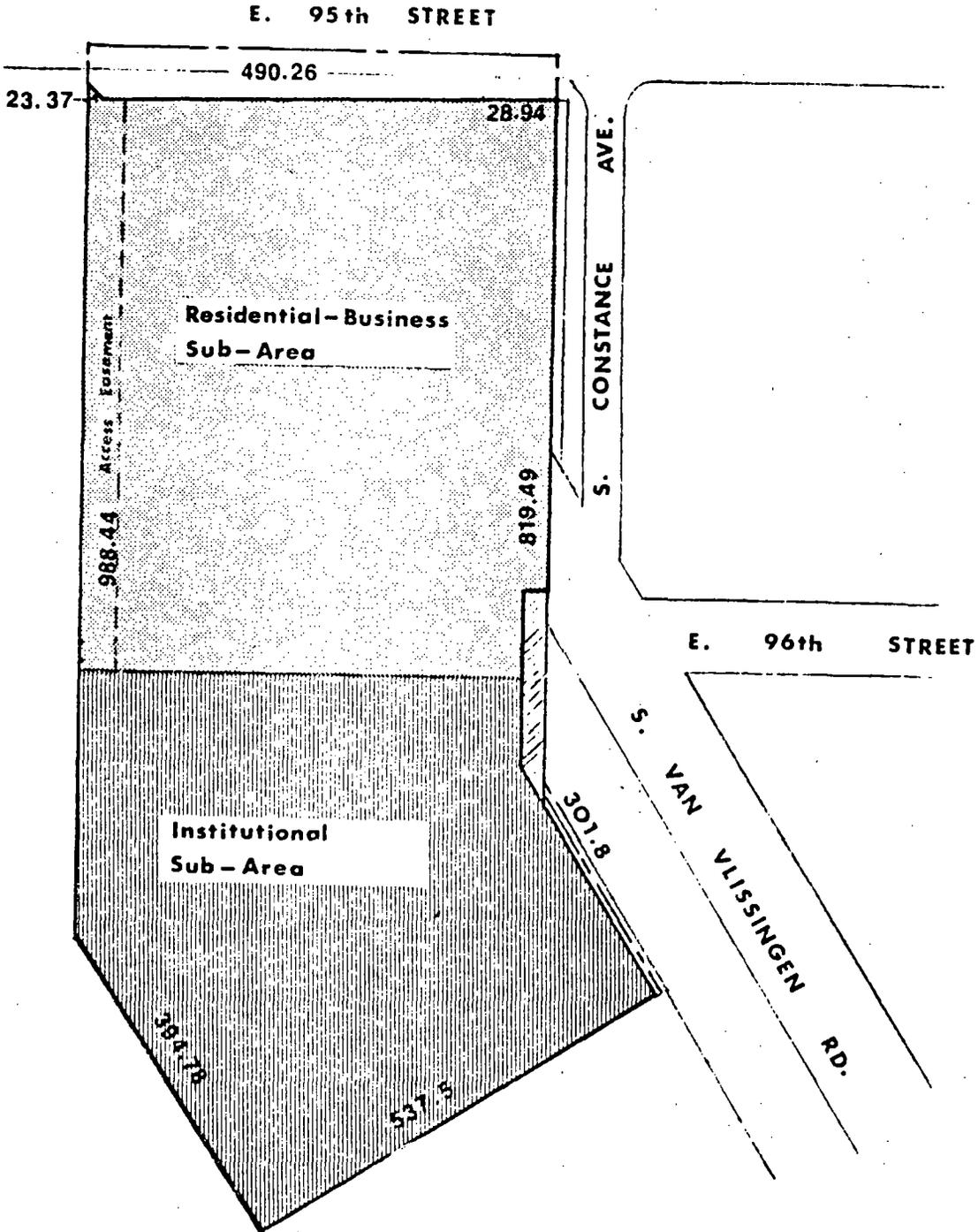
-  Proposed Planned Development
-  Zoning District Boundaries
-  Preferential Streets
-  Educational Facilities

Applicant: CHRIST UNIVERSAL TEMPLE

Date: 11 27 1981

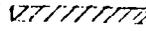
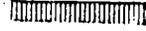


RESIDENTIAL - INSTITUTIONAL - BUSINESS PLANNED DEVELOPMENT
GENERALIZED LAND USE PLAN



Applicant: CHRIST UNIVERSAL TEMPLE, INC.
Date: FEB 27 1981



-  PLANNED DEVELOPMENT BOUNDARY
-  ALLEY TO BE DEDICATED
-  INSTITUTIONAL USE
-  RESIDENTIAL - BUSINESS USE

RESIDENTIAL - INSTITUTIONAL - BUSINESS PLANNED DEVELOPMENT

PLANNED DEVELOPMENT USE & BULK REGULATIONS & DATA

Net Site Area	General Description Land Use	D.U.s	F.A.R.	Percentage of Land Coverage
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Total Site Area
640,417.9 sq. ft.

Residential-Business

Sub Area 348,133.3	Elevator apartment for elderly persons, walk-up apartments for families, related residential and recreational uses, business uses, off street parking and loading	160	0.6	30%
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Institutional

Sub Area 292,338.6	Church and Church School, related uses, parking and loading	-	0.7	30%
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Gross Site Area: Net site area 640,471.9 sq. ft. + area of adjacent public streets
and alleys 44,031.1 sq. ft. = 684,503 sq. ft. or 15.71 AC.

Maximum Dwelling Units - 160 dwelling units = 74 units for elderly persons
85 units for families

Maximum permitted F.A.R. for total site 0.7

Minimum Periphery Set Backs

North	15'
West	50'
South	17'
East	7'

Maximum Business Use Floor Area - 30,000 sq. ft.

Permitted business use shall be limited to those in a Restricted Business District (B-2).

Minimum No. of Parking Space	Family Housing	85 spaces
	Elderly Housing	30 spaces
	Business Use	40 spaces
	Church	One space for each 12 seats

Minimum No. of Loading Berths	Residential - Business	2
	Institutional	1

Set back may be adjusted when necessary because of technical reasons, subject to the approval of the Department of Planning.

Alderman Frost next moved to *Pass* the proposed ordinance amending Chapter 4, Section 4-13, concerning referendum procedures for redistricting the City's Wards.

After debate Alderman Burke moved the *Previous Question*.

The motion *Prevailed* by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Sawyer, Shaw, Vrdolyak, Majerczyk, Madrzyk, Burke, Brady, Barden, Kellam, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Hagopian, Kuta, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Clewis, Schuler, Stone--33.

Nays--Aldermen Evans, Bloom, Bertrand, Humes, Huels, Streeter, Sheahan, Kelley, Sherman, Davis, Marcin, Oberman, Merlo, Axelrod, Volini, Orr--16.

Thereupon on motion of Alderman Frost the said proposed ordinance was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Sawyer, Shaw, Vrdolyak, Majerczyk, Madrzyk, Burke, Brady, Barden, Kellam, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Hagopian, Kuta, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Clewis, Schuler, Stone--32.

Nays--Aldermen Evans, Bloom, Bertrand, Humes, Huels, Streeter, Sheahan, Kelley, Sherman, Lipinski, Davis, Marcin, Oberman, Merlo, Axelrod, Volini, Orr--17.

Alderman Stemberk moved to *Reconsider* the foregoing vote. The motion was *Lost*.

Alderman Frost then moved that the record show that the ordinance was passed by the Council and signed by the Mayor at 6:07 P.M.

The following is said ordinance as passed:

WHEREAS, Article VII, Section 6(a) of the Constitution of the State of Illinois provides that a home rule unit may exercise any power and perform any function relating to its government and affairs; and

WHEREAS, The City of Chicago, having a population in excess of 25,000 is a home rule unit; and

WHEREAS, The redistricting of the wards of the City of Chicago is a matter relating to the government and affairs of the City; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Chapter 4 of the Municipal Code of the City of Chicago is hereby amended by deleting therefrom existing Section 4-13 and substituting therefore new Section 4-13 in *Italics* as follows:

4-13 The City is hereby divided into fifty wards and redistricted as provided in this chapter.

On or before the first day of December, 1981, and every ten years thereafter, the City Council shall redistrict the City on the basis of the national census of the preceding year. In the formation of wards in such redistricting, the population of each ward shall be as nearly equal as practicable and each ward shall be composed of contiguous and compact territory. This provision shall be subject to Section 21-39 of the Revised Cities and Villages Act, provided that no substitute redistricting ordinance shall be submitted to the voters pursuant to Section 21-39 unless one-third or more of the aldermen elected, who did not vote to pass the first proposed redistricting ordinance, file with the City Clerk a substitute ordinance, together with an appropriate petition signed by them, any other provision to the contrary notwithstanding.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

At this point in the proceedings Alderman Frost introduced a series of amendments to the ordinance amending Chapter 4, Sections 4-13 through 4-64, concerning the redistricting of the City into fifty wards. The amendments read as follows:

4-16. The THIRD WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of South Vincennes Avenue and East 43rd Street; thence west on 43rd Street to State Street; thence south on State Street to 45th Street; thence west on 45th Street and 45th Street extended to Wentworth Avenue; thence south on Wentworth Avenue to 47th Street; thence west on 47th Street to Stewart Avenue as extended (400 W.); thence south on Stewart Avenue as extended (400 W.) to 51st Street; thence west on 51st Street to Lowe Avenue thence south on Lowe Avenue to 53rd Street; thence west on 53rd Street to Union Avenue; thence south on Union Avenue to 54th Place; thence west on 54th Place to Halsted Street; thence south on Halsted Street to 61st Street; thence east on 61st Street to C. & W. I. R.R.; thence south on C. & W. I. R.R. to 63rd Street; thence east on 63rd Street to LaSalle Street; thence north on LaSalle Street to 61st Street; thence east on 61st Street to State Street; thence north on State Street to 59th Street; thence east on 59th Street to Michigan Avenue; thence north on Michigan Avenue to 57th Street; thence east on 57th Street to Prairie Avenue; thence south on Prairie Avenue to 59th Street; thence east on 59th Street to Dr. Martin Luther King Jr. Drive; thence north on Dr. Martin Luther King Jr. Drive to 49th Street; thence east on 49th Street to Forrestville Avenue; thence north on Forrestville Avenue to 47th Street; thence east on 47th Street to St. Lawrence Avenue; thence north on St. Lawrence Avenue to 45th Street; thence west on 45th Street to Vincennes Avenue; thence north on Vincennes Avenue to the place of beginning.

4-17. The FOURTH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of Lake Michigan and East Oakwood Drive as extended; thence southwest on Oakwood Drive as extended, Oakwood Drive and Oakwood Boulevard to Cottage Grove Avenue; thence north on Cottage Grove Avenue to 39th Street; thence west on 39th Street to Vincennes Avenue; thence south on Vincennes Avenue to 45th Street; thence east on 45th Street to St. Lawrence Avenue; thence south on St. Lawrence Avenue to 47th Street; thence west on 47th Street to Forrestville Avenue; thence south on Forrestville Avenue to 49th Street; thence west on 49th Street to Dr. Martin Luther King Jr. Drive; thence south on Dr. Martin Luther King Jr. Drive to Garfield Boulevard (55th Street); thence east on Garfield Drive as extended through Washington Park and continuing easterly on 55th Street to 55th Place and east on 55th Place to 55th Street; thence east on 55th Street to Lake Park Avenue; thence north on Lake Park Avenue to 53rd Street; thence east on 53rd Street and 53rd Street extended to Lake Michigan; thence northwesterly along Lake Michigan to the place of beginning.

4-20. The SEVENTH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of Lake Michigan and East 75th Street; thence southwesterly on 75th Street to Exchange Avenue; thence northwesterly on Exchange Avenue to 73rd Street; thence west on 73rd Street to Yates Avenue; thence south on Yates Avenue to 89th Street; thence west on 89th Street to Merrill Avenue; thence south on Merrill Avenue to 94th Street; thence east on 94th Street to Paxton Avenue; thence south on Paxton Avenue to the C. R. I. & P. R.R. thence east on the C. R. I. & P. R.R. to Yates Avenue; thence south on Yates Avenue to 95th Street; thence east on 95th Street to South Chicago Avenue; thence northwesterly on South Chicago Avenue to 91st Street; thence east on 91st Street to Brandon Avenue; thence north on Brandon Avenue to 89th Street; thence east on 89th Street to Mackinaw Avenue; thence north on Mackinaw Avenue to 87th Street; thence west on 87th Street to Burley Avenue; thence north on Burley Avenue to 86th Street; thence east on 86th Street and 86th Street extended to Lake Michigan; thence north along Lake Michigan to the place of beginning.

4-23. The TENTH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of Lake Michigan and 86th Street extended; thence west on 86th Street extended and 86th Street to Burley Avenue; thence south on Burley Avenue to 87th Street; thence east on 87th Street to Mackinaw Avenue; thence south on Mackinaw Avenue to 89th Street; thence west on 89th Street to Brandon Avenue; thence south on Brandon Avenue to 91st Street; thence west on 91st Street to South Chicago Avenue; thence southeasterly on South Chicago Avenue to 95th Street; thence west on 95th Street to Yates Avenue; thence north on Yates Avenue to the C. R. I. & P. R.R.; thence west on the C. R. I. & P. R.R. to Paxton Avenue; thence north on Paxton Avenue to 94th Street; thence west on 94th Street to Merrill Avenue; thence north on Merrill Avenue to 90th Street; thence west on 90th Street to Stony Island Avenue; thence south on Stony Island Avenue to the C. & W. I. R.R.; thence west on the C. & W. I. R.R. to N. Y. C. R.R.; thence southeasterly on the N. Y. C. R.R. to Stony Island extension of the Calumet Expressway; thence south on Stony Island extension of the Calumet Expressway, to 103rd Street; thence southerly in a straight line through Lake Calumet to the intersection of the southerly shore of Lake Calumet and east line of Section 26, Township 37 North, Range 14 East of the Third Principal Meridian (center line of Stony Island Ave.); thence south along the said section line (center line of Stony Island Ave.) to 130th Street; thence west on 130th Street to the Calumet Expressway; thence southeasterly on the Calumet Expressway to 138th Street (City Limits); thence east on 138th Street to the State Line; thence north on the State Line to Lake Michigan; thence northerly on Lake Michigan to the place of beginning.

4-24. The ELEVENTH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of West 31st Street and N.Y.C. R.R.; thence west on 31st Street to Stewart Avenue; thence north on Stewart Avenue to 28th Street; thence west on 28th Street to Canal Street; thence north on Canal Street to 25th Place; thence west on 25th Place to Wallace Street; thence north on Wallace Street as extended across the Dan Ryan Expressway to the intersection of 24th Place and Wallace Street; thence northwest on Wallace Street as extended to the main channel of the South Branch of the Chicago River; thence southwest on the main channel of the South Branch of the Chicago River to Hoyne Avenue as extended; thence south on Hoyne Avenue as extended across the South Branch of the Chicago River to the center line of the Stevenson Expressway; thence east on the center line of the Stevenson Expressway to Wood Street; thence south on Wood Street to 33rd Street; thence east on 33rd Street to Ashland Avenue; thence south on Ashland Avenue to 35th Street; thence west on 35th Street to Wood Street; thence south on Wood Street to Pershing Road (39th Street); thence east on Pershing Road (39th Street) to Ashland Avenue; thence south on Ashland Avenue to 45th Street; thence west on 45th Street to Paulina Street; thence south on Paulina Street to 47th Street; thence east on 47th Street to Racine Avenue; thence south on Racine Avenue to Garfield Boulevard (55th Street); thence east on Garfield Boulevard (55th Street) to Halsted Street; thence north on Halsted Street to 54th Place; thence east on 54th Place to Union Avenue; thence north on Union Avenue to 53rd Street; thence east on 53rd Street to Lowe Avenue; thence north on Lowe Avenue to 51st Street; thence east on 51st Street to Stewart Avenue (400 W.) as extended; thence north on Stewart Avenue (400 W.) as extended to 47th Street; thence east on 47th Street to Wentworth Avenue; thence north on Wentworth Avenue to 35th Street; thence east on 35th Street to N.Y.C. R.R.; thence north on N.Y.C. R.R. to the place of beginning.

4-25. The TWELFTH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of the Chicago Sanitary and Ship Channel and South Hoyne Avenue extended; thence southwest along the Chicago Sanitary and Ship Channel to Kedzie Avenue; thence north on Kedzie Avenue to 30th Street; thence east on 30th Street to Albany Avenue; thence south on Albany Avenue to 31st Street; thence east on 31st Street to Sacramento Street; thence north on Sacramento Street to 26th Street; thence west on 26th Street to Central Park Avenue; thence south on Central Park Avenue to 31st Street; thence west on 31st Street to Pulaski Road; thence south on Pulaski Road to 47th Street; thence east on 47th Street to the Grand Trunk R.R.; thence south on the Grand Trunk R.R. to 53rd Street; thence east on 53rd Street to Kedzie Avenue; thence north on Kedzie Avenue to 47th Street; thence east on 47th Street to Paulina Avenue; thence north on Paulina Avenue to 45th Street; thence east on 45th

Street to Ashland Avenue; thence north on Ashland Avenue to Pershing Road (39th Street); thence west on Pershing Road (39th Street) to Wood Street; thence north on Wood Street to 35th Street; thence east on 35th Street to Ashland Avenue; thence north on Ashland Avenue to 33rd Street; thence west on 33rd Street to Wood Street; thence north on Wood Street to the center line of the Stevenson Expressway; thence west on the center line of the Stevenson Expressway to Hoyne Avenue; thence north on Hoyne Avenue to the place of the beginning.

4-26. The THIRTEENTH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of West 53rd Street and South Kedzie Avenue; thence west on 53rd Street to Grand Trunk R.R.; thence south on the Grand Trunk R.R. to 59th Street; thence west on 59th Street to Pulaski Road; thence north on Pulaski Road to 55th Street; thence west on 55th Street to the Belt Ry.; thence south on the Belt Ry. to 59th Street; thence west on 59th Street to Austin Avenue; thence south on Austin Avenue to 65th Street (City Limits); thence east and south on the City Limits to 79th Street; thence east on 79th Street to Kedzie Avenue; thence north on Kedzie Avenue to Marquette Road (67th Street); thence west on Marquette Road (67th Street) to St. Louis Avenue; thence north on St. Louis Avenue to 63rd Street; thence east on 63rd Street to Kedzie Avenue; thence north on Kedzie Avenue to the place of beginning.

4-28. The FIFTEENTH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of W. 59th Street and Wood Street; thence west on 59th Street to Kedzie Avenue; thence south on Kedzie Avenue to 63rd Street; thence west on 63rd Street to St. Louis Avenue; thence south on St. Louis Avenue to Marquette Road (67th Street); thence east on Marquette Road (67th Street) to Kedzie Avenue; thence south on Kedzie Avenue to Belt Ry. (75th Street); thence east on the Belt Ry. (75th Street) to Ashland Avenue; thence north on Ashland Avenue to 70th Street; thence west on 70th Street to Wood Street; thence north on Wood Street to the place of beginning.

4-29. The SIXTEENTH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of W. Garfield Boulevard (55th Street) and S. Halsted Street; thence west on Garfield Boulevard (55th Street) to Loomis Boulevard; thence south on Loomis Boulevard to 59th Street; thence west on 59th Street to Wood Street; thence south on Wood Street to 70th Street; thence east on 70th Street to Ashland Avenue; thence south on Ashland Avenue to 71st Street; thence east on 71st Street to Halsted Street; thence north on Halsted Street to 69th Street; thence east on 69th Street to Normal Boulevard; thence north on Normal Boulevard to Marquette Road (67th Street); thence east on Marquette Road (67th Street) to State Street; thence north on State Street to 61st Street; thence west on 61st Street to LaSalle Street; thence south on LaSalle Street to 63rd Street; thence west on 63rd Street to C. & W.I. R.R.; thence north on C. & W.I. R.R. to 61st Street; thence west on 61st Street to Halsted Street; thence north on Halsted Street to the place of beginning.

4-31. The EIGHTEENTH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of South Racine Avenue and West 79th Street; thence west on 79th Street to Honore Street; thence north on Honore Street to the Belt Ry. (75th Street); thence west on the Belt Ry. (75th Street) to Kedzie Avenue; thence south on Kedzie Avenue to 79th Street; thence west on 79th Street to Cicero Avenue (City Limits); thence south on Cicero Avenue (City Limits) to 87th Street; thence east on 87th Street to Racine Avenue; thence north on Racine Avenue to the place of beginning.

4-35. The TWENTY-SECOND WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of North Kedzie Avenue and West Ogden Avenue; thence southwest on Ogden Avenue to Homan Avenue; thence south on Homan Avenue to the CTA Rapid Transit Line; thence west on the CTA Rapid Transit Line to Trumbull Avenue; thence south on Trumbull Avenue to Cermak

Road (22nd Street); thence west on Cermak Road (22nd Street) to the Belt R.R. (City Limits); thence south following City Limits to 47th Street; thence east on 47th Street to Tripp Avenue; thence north on Tripp Avenue to 43rd Street; thence east on 43rd Street to Pulaski Road; thence north on Pulaski Road to 31st Street; thence east on 31st Street to Central Park Avenue; thence north on Central Park Avenue to 26th Street; thence east on 26th Street to California Boulevard; thence north on California Boulevard to 24th Boulevard; thence west on 24th Boulevard to Marshall Boulevard; thence north on Marshall Boulevard to 19th Street; thence west on 19th Street to Albany Avenue; thence south on Albany Avenue to 21st Street; thence west on 21st Street to Kedzie Avenue; thence north on Kedzie Avenue to the place of beginning.

4-36. The TWENTY-THIRD WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of West 43rd Street and South Pulaski Road; thence west on 43rd Street to Tripp Avenue; thence south on Tripp Avenue to 47th Street; thence west on 47th Street to Laramie Avenue (City Limits); thence south on Laramie Avenue (City Limits) to 51st Street (City Limits); thence west on 51st Street (City Limits) to Harlem Avenue (City Limits); thence south on Harlem Avenue (City Limits) to 65th Street (City Limits); thence east on 65th Street (City Limits) to Austin Avenue; thence north on Austin Avenue to 59th Street; thence east on 59th Street to Belt Ry. to 55th Street; thence east on 55th Street to Pulaski Road; thence south on Pulaski Road to 59th Street; thence east on 59th Street to Grand Truck R.R.; thence north on the Grand Truck R.R. to 47th Street; thence west on 47th Street to Pulaski Road; thence north on Pulaski Road to the place of beginning.

4-37. The TWENTY-FOURTH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of South Sacramento Boulevard and West Taylor Street; thence west on Taylor Street to Kedzie Avenue; thence north on Kedzie Avenue to Arthington Street; thence west on Arthington Street to Homan Avenue; thence north on Homan Avenue to Harrison Street; thence west on Harrison Street to Central Park Avenue; thence south on Central Park Avenue to Arthington Street; thence west on Arthington Street to Independence Boulevard; thence north on Independence Boulevard to Harrison Street; thence west on Harrison Street to Kildare Avenue; thence north on Kildare Avenue to the Center Line of the Eisenhower Expressway; thence west on the Center Line of the Eisenhower Expressway to the Belt Ry.; thence north on the Belt Ry. to Harrison Street; thence west on Harrison Street to Cicero Avenue; thence south on Cicero Avenue to Roosevelt Road (City Limits); thence east on Roosevelt Road (City Limits) to Belt Ry. (City Limits); thence south on Belt Ry. (City Limits) to Cermak Road (22nd Street); thence east on Cermak Road (22nd Street) to Trumbull Avenue; thence north on Trumbull Avenue to the CTA Rapid Transit Line; thence east on the CTA Rapid Transit Line to Homan Avenue; thence north on Homan Avenue to Ogden Avenue; thence northeasterly on Ogden Avenue to Kedzie Avenue; thence south on Kedzie Avenue to 21st Street; thence east on 21st Street to Albany Avenue; thence north on Albany Avenue to 19th Street; thence east on 19th Street to Sacramento Drive; thence north on Sacramento Drive to Sacramento Boulevard; thence north on Sacramento Boulevard to the place of beginning.

4-39. The TWENTY-SIXTH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of the North Branch Chicago River and W. Division Street; thence west on Division Street to Ashland Avenue; thence north on Ashland Avenue to Milwaukee Avenue; thence northwest on Milwaukee Avenue to North Avenue; thence west on North Avenue to Hoyne Avenue; thence south on Hoyne Avenue to Division Street; thence west on Division Street to Western Avenue; thence north on Western Avenue to North Avenue; thence west on North Avenue to Rockwell Avenue; thence south on Rockwell Avenue to Cortez Street; thence west on Cortez Street to California Avenue; thence south on California Avenue to Grand Avenue; thence southeast on Grand Avenue to Rockwell Avenue; thence south on Rockwell Avenue to C. & N. W. R.R.; thence east on C. & N. W. R.R. to North Branch Chicago River; thence north on the North Branch Chicago River to the place of beginning.

4-40. The TWENTY-SEVENTH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of the North Branch Chicago River and West Kinzie Street; thence west on Kinzie Street to Kinzie Street as extended to extended Rockwell Avenue; thence north on Rockwell Avenue as extended and Rockwell Avenue to Grand Avenue; thence northwesterly on Grand Avenue to California Avenue; thence north on California Avenue to Chicago Avenue; thence west on Chicago Avenue to Central Park Avenue; thence south on Central Park Avenue to Ohio Street; thence east on Ohio Street to Drake Avenue; thence south on Drake Avenue to Kinzie Street; thence west on Kinzie Street to Central Park Avenue; thence south on Central Park Avenue to Lake Street (C.T.A. Rapid Transit Line); thence southeasterly on the Lake Street (C.T.A. Rapid Transit Line) to Homan Avenue; thence north on Homan Avenue to Walnut Street; thence east on Walnut Street to Kedzie Avenue; thence south on Kedzie Avenue to Washington Boulevard; thence west on Washington Boulevard to Homan Avenue; thence south on Homan Avenue to Madison Street; thence west on Madison Street to Central Park Avenue; thence south on Central Park Avenue to Harrison Street; thence east on Harrison Street to Homan Avenue; thence south on Homan Avenue to Arthington Street; thence east on Arthington Street to Kedzie Avenue; thence south on Kedzie Avenue to Taylor Street; thence east on Taylor Street to Sacramento Boulevard; thence north on Sacramento Boulevard to Harrison Street; thence east on Harrison Street to California Avenue; thence north on California Avenue to Van Buren Street; thence east on Van Buren Street to Western Avenue; thence south on Western Avenue to Harrison Street; thence east on Harrison Street to Ashland Avenue; thence south on Ashland Avenue to Polk Street; thence east on Polk Street to Loomis Street; thence north on Loomis Street to Van Buren Street; thence east on Van Buren Street to Halsted Street; thence south on Halsted Street to Polk Street; thence east on Polk Street to North Branch Chicago River; thence north on the North Branch Chicago River to the place of beginning.

4-41. The TWENTY-EIGHTH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of North Central Park Avenue and W. Chicago Avenue; thence west on Chicago Avenue to Lamon Avenue; thence north on Lamon Avenue to Cortez Street; thence west on Cortez Street to Lavergne Avenue; thence south on Lavergne Avenue to Augusta Boulevard; thence west on Augusta Boulevard to Laramie Avenue; thence south on Laramie Avenue to Washington Boulevard; thence east on Washington Boulevard to Lamon Avenue; thence south on Lamon Avenue to Madison Street; thence east on Madison Street to Cicero Avenue; thence south on Cicero Avenue to Harrison Street; thence east on Harrison Street to the Belt Ry.; thence south on the Belt Ry. to the Eisenhower Expressway; thence east on the Eisenhower Expressway to Kildare Avenue; thence south on Kildare Avenue to Harrison Street; thence east on Harrison Street to Independence Boulevard; thence south on Independence Boulevard to Arthington Street; thence east on Arthington Street to Central Park Avenue; thence north on Central Park Avenue, Central Park Boulevard, to Madison Street; thence east on Madison Street to Homan Avenue; thence north on Homan Avenue to Washington Boulevard; thence east on Washington Boulevard to Kedzie Avenue; thence north on Kedzie Avenue to Walnut Street; thence west on Walnut Street to Homan Avenue; thence south on Homan Avenue to Lake Street (C.T.A. Rapid Transit Line); thence northwesterly on Lake Street (C.T.A. Rapid Transit Line) to Central Park Avenue; thence north on Central Park Avenue to the C. & N.W. R.R.; thence east on the C. & N.W. R.R. to Drake Avenue; thence north on Drake Avenue to Ohio Street; thence west on Ohio Street to Central Park Avenue; thence north on Central Park Avenue to the place of beginning.

4-43. The THIRTIETH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of North Pulaski Road and West Addison Street; thence west on Addison Street to Cicero Avenue; thence south on Cicero Avenue to Belmont Avenue; thence west on Belmont Avenue to Laramie Avenue; thence south on Laramie Avenue to Dickens Avenue; thence east on Dickens Avenue to Lamon Avenue; thence south on Lamon Avenue to Armitage Avenue; thence east on Armitage Avenue to Cicero Avenue; thence south on Cicero Avenue to the C. M. St. P. & P. R.R.; thence east on the C. M. St. P. & P. R.R. to the C. & N. W. R.R.; thence south on the C. & N. W. R.R. to North Avenue;

thence east on North Avenue to Kostner Avenue; thence south on Kostner Avenue to Lemoyne Avenue; thence east on Lemoyne Avenue to Kildare Avenue; thence south on Kildare Avenue to Haddon Avenue; thence east on Haddon Avenue to Keeler Avenue; thence south on Keeler Avenue to Thomas Street; thence east on Thomas Street to Pulaski Road; thence north on Pulaski Road to North Avenue; thence east on North Avenue to Springfield Avenue; thence north on Springfield Avenue to the C. M. St. P. & P. R.R.; thence west on the C. M. St. P. & P. R.R. to Pulaski Road; thence north on Pulaski Road to Belden Avenue; thence east on Belden Avenue to Pulaski Road; thence north on Pulaski Road to Fullerton Avenue; thence east on Fullerton Avenue to Ridgeway Avenue; thence north on Ridgeway Avenue to Diversey Avenue; thence west on Diversey Avenue to Pulaski Road; thence north on Pulaski Road to the place of beginning.

4-44. The THIRTY-FIRST WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of North Kedzie Avenue and West Armitage Avenue; thence west on Armitage Avenue to Spaulding Avenue; thence south on Spaulding Avenue to Cortland Avenue; thence west on Cortland Avenue to St. Louis Avenue; thence south on St. Louis Avenue to C.M. St. P. & P. R.R.; thence west on C.M. St. P. & P. R.R. to Springfield Avenue; thence south on Springfield Avenue to North Avenue; thence west on North Avenue to Pulaski Road; thence south on Pulaski Road to Thomas Street; thence west on Thomas Street to Keeler Avenue; thence north on Keeler Avenue to Haddon Avenue; thence west on Haddon Avenue to Kildare Avenue; thence south on Kildare Avenue to Thomas Avenue; thence west on Thomas Avenue to Kostner Avenue; thence south on Kostner Avenue to Augusta Boulevard; thence east on Augusta Boulevard to Kildare Avenue; thence south on Kildare Avenue to Chicago Avenue; thence east on Chicago Avenue to California Avenue; thence north on California Avenue to Cortez Street; thence east on Cortez Street to Rockwell Street; thence north on Rockwell Street to North Avenue; thence east on North Avenue to Western Avenue; thence north on Western Avenue to the C. M. St. P. & P. R.R.; thence west on the C. M. St. P. & P. R.R. to Kedzie Avenue; thence north on Kedzie Avenue to the place of beginning.

4-45. The THIRTY-SECOND WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of North Ashland Avenue and West Roscoe Street; thence west on Roscoe Street to the C. & N.W. R.R.; thence south on the C. & N.W. R.R. to School Street; thence west on School Street to Oakley Avenue; thence north on Oakley Avenue to Roscoe Street; thence west on Roscoe Street to Western Avenue; thence south on Western Avenue to Belmont Avenue; thence west on Belmont Avenue to the North Branch of the Chicago River; thence southeasterly on the North Branch of the Chicago River to Diversey Avenue; thence west on Diversey Avenue to California Avenue; thence south on California Avenue to Fullerton Avenue; thence east on Fullerton Avenue to Rockwell Street; thence south on Rockwell Street to Milwaukee Avenue; thence southeasterly on Milwaukee Avenue to Armitage Avenue; thence west on Armitage Avenue to Rockwell Street; thence south on Rockwell Street to C.M. St. P. & P. R.R. ; thence east on C.M. St. P. & P. R.R. to Western Avenue; thence south on Western Avenue to Division Street; thence east on Division Street to Hoyne Avenue; thence north on Hoyne Avenue to North Avenue; thence east on North Avenue to Milwaukee Avenue; thence southeast on Milwaukee Avenue to Ashland Avenue; thence south on Ashland Avenue to Division Street; thence east on Division Street to the North Branch Chicago River; thence north on the North Branch Chicago River to Cortland Street; thence east on Cortland Street to Southport Avenue; thence north on Southport Avenue to Altgeld Street; thence west on Altgeld Street to Greenview Avenue; thence north on Greenview Avenue to Wrightwood Avenue; thence west on Wrightwood Avenue to Ashland Avenue; thence north on Ashland Avenue to the place of beginning.

4-46. The THIRTY-THIRD WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of West Irving Park Road and the North Branch of the Chicago River; thence west on Irving Park Road to Mozart Street; thence north on Mozart Street to Belle Plaine Avenue; thence west on Belle Plaine Avenue to Whipple Street; thence north on Whipple Street to Berteau Avenue; thence west on Berteau Avenue to Kedzie Avenue; thence north on Kedzie Avenue to Montrose Avenue; thence west on Montrose Avenue to Tripp Avenue; thence south on Tripp Avenue and Tripp Avenue extended

and Tripp Avenue to Irving Park Road; thence east on Irving Park Road to Kimball Avenue; thence south on Kimball Avenue to Grace Street; thence east on Grace Street to Christiana Avenue; thence south on Christiana Avenue to Elston Avenue; thence southeast on Elston Avenue to Addison Avenue; thence east on Addison Avenue to Kedzie Avenue; thence south on Kedzie Avenue to the C.M. St. P.&P. R.R.; thence east on the C.M. St. P.&P. R.R. to Rockwell Street; thence north on Rockwell Street to Armitage Avenue; thence east on Armitage Avenue to Milwaukee Avenue; thence northwest on Milwaukee Avenue to Rockwell Street; thence north on Rockwell Street to Fullerton Avenue; thence west on Fullerton Avenue to California Avenue; thence north on California Avenue to Diversey Avenue; thence east on Diversey Avenue to the North Branch of the Chicago River; thence northwesterly on the North Branch of the Chicago River to the place of beginning.

4-47. The THIRTY-FOURTH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of S. State Street and W. 103rd Street; thence west on 103rd Street to C.R.I. & P. Ry.; thence southwesterly on C.R.I. & P. Ry. to 107th Street; thence west on 107th Street to Church Street; thence southwesterly on Church Street to 108th Place; thence west on 108th Place to Ashland Avenue; thence south on Ashland Avenue to 111th Street; thence west on 111th Street to Vincennes Avenue; thence southwesterly on Vincennes Avenue to 115th Street; thence east on 115th Street to Wood Street; thence south on Wood Street to 117th Street extended; thence 117th Street extended and 117th Street west to Vincennes Street; thence southwesterly on Vincennes Avenue to 119th Street (City Limits); thence follow east along the City Limits to Halsted Street; thence north on Halsted Street to I.C. R.R. (121st Street); thence east on I.C. R.R. (121st Street) to Stewart Street; thence north on Stewart Street to 119th Street; thence east on 119th Street to State Street; thence north on State Street to the place of beginning.

4-48. The THIRTY-FIFTH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of North Kimball Ave. and West Irving Park Road; thence west on Irving Park Road to C.&N.W. Ry.; thence south on the C.&N.W. Ry. to Addison Street; thence east on Addison Street to Pulaski Road; thence south on Pulaski Road to Diversey Avenue; thence east on Diversey Avenue to Ridgeway Avenue; thence south on Ridgeway Avenue to Fullerton Avenue; thence west on Fullerton Avenue to Pulaski Road; thence south on Pulaski Road to Belden Avenue; thence west on Belden Avenue to Pulaski Road; thence south on Pulaski Road to C.M.St.P.&P. R.R.; thence east on the C.M.St.P.&P. R.R. to St. Louis Avenue; thence north on St. Louis Avenue to Cortland Street; thence east on Cortland Street to Spaulding Avenue; thence north on Spaulding Avenue to Armitage Avenue; thence east on Armitage Avenue to Kedzie Avenue; thence north on Kedzie Avenue to Addison Avenue; thence west on Addison Avenue to Elston Avenue; thence northwest on Elston Avenue to Christiana Avenue; thence north on Christiana Avenue to Grace Street; thence west on Grace Street to Kimball Avenue; thence north on Kimball Avenue to the place of beginning.

4-49. The THIRTY-SIXTH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of North Laramie Avenue and West Belmont Avenue; thence west on Belmont Avenue to Sayre Avenue; thence north on Sayre Avenue to Henderson Avenue; thence west on Henderson Avenue to Nordica Avenue; thence north on Nordica Avenue to Addison Street; thence west on Addison Street to Pacific Avenue; thence north on Pacific Avenue to Irving Park Road; thence west on Irving Park Road (City Limits) to Pioneer Avenue (City Limits); thence north on Pioneer Avenue (City Limits) to Montrose Avenue (City Limits); thence west on Montrose Avenue and Montrose Avenue extended to City Limits; thence south along City Limits to Belmont Avenue; thence east and south along the City Limits to the intersection of North Avenue and Austin Boulevard; thence north on Austin Boulevard to Fullerton Avenue; thence east on Fullerton Avenue to Central Avenue; thence north on Central Avenue to George Street; thence east on George Street to Laramie Avenue; thence north on Laramie Avenue to the place of beginning.

4-50. The THIRTY-SEVENTH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of West George Street and West Laramie Avenue; thence west on George Street to Central Avenue; thence south on Central Avenue to Fullerton Avenue; thence west on Fullerton Avenue to Austin Avenue; thence south on Austin Avenue to Chicago Avenue continuing south on Austin Boulevard (City Limits) to Chicago Avenue; thence east on Chicago Avenue to Laramie Avenue; thence north on Laramie Avenue to Augusta Boulevard; thence east on Augusta Boulevard to Lavergne Avenue; thence north on Lavergne Avenue to Cortez Street; thence east on Cortez Street to Lamon Avenue; thence south on Lamon Avenue to Chicago Avenue; thence east on Chicago Avenue to Kildare Avenue; thence north on Kildare Avenue to Augusta Boulevard; thence west on Augusta Boulevard to Kostner Avenue; thence north on Kostner Avenue to Thomas Avenue; thence east on Thomas Avenue to Kildare Avenue; thence north on Kildare Avenue to Lemoyne Avenue; thence west on Lemoyne Avenue to Kostner Avenue; thence north on Kostner Avenue to North Avenue; thence west on North Avenue to the C. & N.W. R.R.; thence north on the C. & N.W. R.R. to the C. M. St. P. & P. R.R.; thence west on the C. M. St. P. & P. R.R. to Cicero Avenue; thence north on Cicero Avenue to Armitage Avenue; thence west on Armitage Avenue to Lamon Avenue; thence north on Lamon Avenue to Dickens Avenue; thence west on Dickens Avenue to Laramie Avenue; thence north on Laramie Avenue to the place of beginning.

4-51. The THIRTY-EIGHTH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of North Austin Avenue and West Gunnison Street; thence west on Gunnison Street to Narragansett Avenue (City Limits); thence south on Narragansett Avenue (City Limits) to Montrose Avenue (City Limits); thence west, southwest and west on the City Limits to Pacific Avenue; thence south on Pacific Avenue to Addison Street; thence east on Addison Street to Nordica Avenue; thence south on Nordica Avenue to Henderson Street; thence east on Henderson Street to Sayre Avenue; thence south on Sayre Avenue to Belmont Avenue; thence east on Belmont Avenue to Cicero Avenue; thence north on Cicero Avenue to Addison Avenue; thence east on Addison Avenue to the C. & N.W. Ry; thence north on the C. & N.W. Ry. to Grace Street; thence west on Grace Street to Leclair Avenue; thence south on Leclair Avenue to Warwick Avenue; thence west on Warwick Avenue to Laramie Avenue; thence north on Laramie Avenue to Montrose Avenue; thence west on Montrose Avenue to Monitor Avenue; thence north on Monitor Avenue to Sunnyside Avenue; thence west on Sunnyside Avenue to Austin Avenue; thence north on Austin Avenue to the place of beginning.

4-52. The THIRTY-NINTH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of the North Shore Channel and West Devon Avenue (City Limits); thence northwesterly on the northern City Limits to the C. M. St. P. & P. R.R.; thence southeasterly on the C. M. St. P. & P. R.R. to the North Branch Chicago River; thence southeasterly on the North Branch Chicago River to Cicero Avenue; thence south on Cicero Avenue to Lawrence Avenue; thence east on Lawrence Avenue to Kostner Avenue; thence south on Kostner Avenue to Elston Avenue; thence southeasterly on Elston Avenue to Montrose Avenue; thence east on Montrose Avenue to Spaulding Avenue; thence north on Spaulding Avenue to Sunnyside Avenue; thence east on Sunnyside Avenue to Kedzie Avenue; thence north on Kedzie Avenue to Bryn Mawr Avenue; thence west on Bryn Mawr Avenue to Spaulding Avenue; thence north on Spaulding Avenue to Hollywood Avenue; thence east on Hollywood Avenue to Jersey Avenue; thence north on Jersey Avenue to Glenlake Avenue; thence west on Glenlake Avenue to Christiana Avenue; thence north on Christiana Avenue to Lincoln Avenue; thence southeast on Lincoln Avenue to the North Shore Channel; thence north on the North Shore Channel to the place of beginning.

4-53. The FORTIETH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of West Peterson Avenue and North Clark Street; thence west on Peterson Avenue to Western Avenue; thence north on Western Avenue to Rosemont Avenue; thence west on Rosemont Avenue to Campbell Avenue; thence south on Campbell Avenue to Granville Avenue; thence west on Granville Avenue to Talman Avenue; thence south on Talman Avenue to Glenlake Avenue; thence west on Glenlake

Avenue to Mozart Street; thence south on Mozart Street to Peterson Avenue; thence west on Peterson Avenue to Whipple Avenue; thence north on Whipple Avenue to Hood Avenue; thence west on Hood Avenue to Kedzie Avenue; thence south on Kedzie Avenue to Lincoln Avenue; thence northwest on Lincoln Avenue to Christiana Avenue; thence south on Christiana Avenue to Glenlake Avenue; thence east on Glenlake Avenue to Jersey Avenue; thence south on Jersey Avenue to Hollywood Avenue; thence west on Hollywood Avenue to Spaulding Avenue; thence south on Spaulding Avenue to Bryn Mawr Avenue; thence east on Bryn Mawr Avenue to Kedzie Avenue; thence south on Kedzie Avenue to Sunnyside Avenue; thence west on Sunnyside Avenue to Spaulding Avenue; thence south on Spaulding Avenue to Montrose Avenue; thence east on Montrose Avenue to Kedzie Avenue; thence south on Kedzie Avenue to Berteau Avenue; thence east on Berteau Avenue to Whipple Avenue; thence south on Whipple Avenue to Belle Plaine Avenue; thence east on Belle Plaine Avenue to Mozart Street; thence south on Mozart Street to Irving Park Road; thence east on Irving Park Road to the North Branch Chicago River; thence north on the North Branch Chicago River to Wilson Avenue; thence east on Wilson Avenue to Western Avenue; thence north on Western Avenue to Foster Avenue; thence east on Foster Avenue to Winchester Avenue; thence south on Winchester Avenue to Winnemac Avenue; thence east on Winnemac Avenue to Ravenswood Avenue; thence north on Ravenswood Avenue to Foster Avenue; thence east on Foster Avenue to Clark Street; thence north on Clark Street to Victoria Street; thence east on Victoria Street to Ridge Avenue thence northwest on Ridge Avenue to Clark Street; thence north on Clark Street to the place of beginning.

4-54. The FORTY-FIRST WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of the C.M. St. P. & P. R.R. and West Touhy Avenue (City Limits); thence follow the City Limits westerly as said City Limits circumscribe O'Hare International Airport and then generally follow the Des Plaines River southerly to its intersection with Montrose Avenue extended; thence east on Montrose Avenue extended to Cumberland Avenue (City Limits); thence follow the City Limits northerly and easterly to the intersection of Harlem Avenue and Foster Avenue; thence north on Harlem Avenue to Berwyn Avenue; thence east on Berwyn Avenue to New England Avenue; thence south on New England Avenue to Foster Avenue; thence east on Foster Avenue to Nagle Avenue; thence north on Nagle Avenue to Bryn Mawr Avenue; thence east on Bryn Mawr Avenue to Moody Avenue; thence north on Moody Avenue to Ardmore Avenue; thence west on Ardmore Avenue to Melvina Avenue; thence north on Melvina Avenue to Indian Road; thence southeasterly on Indian Road and Indian Road extended to the North Branch Chicago River; thence easterly on the North Branch Chicago River to its intersection with the C.M. St. P. & P. R.R.; thence northwesterly on the C.M. St. P. & P. R.R. to the place of beginning.

4-55. The FORTY-SECOND WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of E. Division Street extended and Lake Michigan; thence west on Division Street extended and Division Street to Lake Shore Drive; thence south on Lake Shore Drive and Michigan Avenue to Pearson Street; thence west on Pearson Street to Rush Street; thence northwesterly on Rush Street to its intersection with State Street; thence north on State Street and State Parkway to North Avenue; thence west on North Avenue to Hudson Street; thence north on Hudson Street to Eugenie Street; thence west on Eugenie Street to Larrabee Street; thence north on Larrabee Street to Armitage Avenue; thence west on Armitage Avenue to Racine Avenue; thence south on Racine Avenue to Cortland Street; thence west on Cortland Street to the North Branch Chicago River; thence southeasterly on the North Branch Chicago River to the Chicago River; thence east on the Chicago River to Lake Michigan; thence northerly along Lake Michigan to the place of beginning.

4 56. THE FORTY THIRD WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of Lake Michigan and West Wellington Avenue extended; thence west on Wellington Avenue extended and Wellington Avenue to Lake Shore Drive West; thence south on Lake Shore Drive West to Oakdale Avenue; thence west on Oakdale Avenue to Commonwealth Avenue; thence south on Commonwealth Avenue to Diversey Parkway; thence west on Diversey Parkway to Ashland Avenue; thence south on Ashland Avenue to Wrightwood Avenue; thence east on Wrightwood Avenue to Greenview

Avenue; thence south on Greenview Avenue to Altgeld Street; thence east on Altgeld Street to Southport Avenue; thence south on Southport Avenue to Cortland Street; thence east on Cortland Street to Racine Avenue; thence north on Racine Avenue to Armitage Avenue; thence east on Armitage Avenue to Larrabee Street; thence south on Larrabee Street to Eugenie Street; thence east on Eugenie Street to Hudson Street; thence south on Hudson Street to North Avenue; thence east on North Avenue to State Parkway; thence south on State Parkway and State Street to Rush Street; thence southeasterly on Rush Street to Pearson Street; thence east on Pearson Street to Michigan Avenue; thence north on Michigan Avenue and Lake Shore Drive to Division Street; thence east on Division Street and Division Street extended to Lake Michigan; thence north on Lake Michigan to the place of beginning.

4 58. THE FORTY FIFTH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of North Cicero Avenue and the North Branch Chicago River; thence northwesterly on the North Branch Chicago River to Indian Road extended; thence northwesterly on Indian Road extended and Indian Road to Melvina Avenue; thence south on Melvina Avenue to Ardmore Avenue; thence east on Ardmore Avenue to Moody Avenue; thence south on Moody Avenue to Bryn Mawr Avenue; thence west on Bryn Mawr Avenue to Nagle Avenue; thence south on Nagle Avenue to Foster Avenue; thence west on Foster Avenue to New England Avenue; thence north on New England Avenue to Berwyn Avenue; thence west on Berwyn Avenue to Harlem Avenue; thence south on Harlem Avenue (City Limits) to Gunnison Street (City Limits); thence east on Gunnison Street (City Limits) to Nordica Avenue (City Limits); thence north on Nordica Avenue (City Limits) to the alley next north of Gunnison Street; thence east on the alley next north of Gunnison Street to Nagle Avenue; thence south on Nagle Avenue to Gunnison Street; thence east on Gunnison Street to Austin Avenue; thence south on Austin Avenue to Sunnyside Avenue; thence east on Sunnyside Avenue to Monitor Avenue; thence south on Monitor Avenue to Montrose Avenue; thence east on Montrose Avenue to Laramie Avenue; thence south on Laramie Avenue to Warwick Avenue; thence east on Warwick Avenue to Leclair Avenue; thence north on Leclair Avenue to Grace Street; thence east on Grace Street to the C. & N.W. R.R.; thence north on the C. & N.W. R.R. to Irving Park Road; thence east on Irving Park Road to Tripp Avenue; thence north on Tripp Avenue to Montrose Avenue; thence east on Montrose Avenue to Elston Avenue; thence northwesterly on Elston Avenue to Kostner Avenue; thence north on Kostner Avenue to Lawrence Avenue; thence west on Lawrence Avenue to Cicero Avenue; thence north on Cicero Avenue to the place of beginning.

4 60. The FORTY SEVENTH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of West Foster Avenue and North Clark Street; thence west on Foster Avenue to the C. & N.W. R.R.; thence south on the C. & N.W. R.R. to Winnemac Avenue; thence west on Winnemac Avenue to Winchester Avenue; thence north on Winchester Avenue to Foster Avenue; thence west on Foster Avenue to Western Avenue; thence south on Western Avenue to Wilson Avenue; thence west on Wilson Avenue to North Branch Chicago River; thence southerly on the North Branch Chicago River to Belmont Avenue; thence east on Belmont Avenue to Western Avenue; thence north on Western Avenue to Roscoe Street; thence east on Roscoe Street to Oakley Avenue; thence south on Oakley Avenue to School Street; thence east on School Street to the C. & N.W. R.R.; thence north on the C. & N.W. R.R. to Roscoe Street; thence east on Roscoe Street to Ashland Avenue; thence north on Ashland Avenue to Wilson Avenue; thence east on Wilson Avenue to Clark Street; thence north on Clark Street to the place of beginning.

4 61. The FORTY EIGHTH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of Lake Michigan and W. Granville Avenue; thence west on Granville Avenue to Broadway Avenue; thence south on Broadway Avenue to Thorndale Avenue; thence west on Thorndale Avenue to Magnolia Avenue; thence north on Magnolia Avenue to Elmdale Avenue; thence west on Elmdale Avenue to Glenwood Avenue; thence north on Glenwood Avenue to Hood Avenue; thence west on Hood Avenue to Clark Street; thence south on Clark Street to Ridge Boulevard; thence southeast on Ridge Boulevard to Victoria Street; thence west on Victoria Street to Clark Street; thence south on Clark Street to Lawrence Avenue; thence east on Lawrence Avenue to Racine Avenue; thence south on Racine Avenue to Leland

Avenue; thence east on Leland Avenue to Clarendon Avenue; thence north on Clarendon Avenue to Lawrence Avenue; thence east on Lawrence Avenue to Lawrence Drive and Lawrence Drive extended to Lake Michigan; thence north on Lake Michigan to the place of beginning.

4 62. The FORTY NINTH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of the North City Limits and Lake Michigan; thence west on the North City Limits to Ridge Boulevard; thence southeast on Ridge Boulevard to Touhy Avenue; thence east on Touhy Avenue to Wolcott Avenue; thence south on Wolcott Avenue to Estes Avenue; thence west on Estes Avenue to Damen Avenue; thence south on Damen Avenue to Greenleaf Avenue; thence east on Greenleaf Avenue to Wolcott Avenue; thence south on Wolcott Avenue to Lunt Avenue; thence west on Lunt Avenue to Ridge Boulevard; thence southeast on Ridge Boulevard to Farewell Avenue; thence east on Farewell Avenue to Wolcott Avenue; thence south on Wolcott to Pratt Boulevard; thence east on Pratt Boulevard to Ravenswood Avenue; thence north on Ravenswood Avenue to Farewell Avenue; thence east on Farewell Avenue to Clark Street; thence south on Clark Street to Pratt Boulevard; thence east on Pratt Boulevard to Ashland Avenue; thence south on Ashland Avenue to Schreiber Avenue; thence west on Schreiber Avenue to Clark Street; thence south on Clark Street to Hood Avenue; thence east on Hood Avenue to Glenwood Avenue; thence south on Glenwood Avenue to Elmdale Avenue; thence east on Elmdale Avenue to Magnolia Avenue; thence south on Magnolia Avenue to Thorndale Avenue; thence east on Thorndale Avenue to Broadway Avenue; thence north on Broadway Avenue to Granville Avenue; thence east on Granville to Lake Michigan; thence north on Lake Michigan to the place of beginning.

4 63. The FIFTIETH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of North Ridge Boulevard and the North City Limits; thence west and south along the City Limits to the intersection of Devon Avenue and Kedzie Avenue; thence west on Devon Avenue to the North Shore Channel; thence south on the North Shore Channel to Lincoln Avenue; thence southeast on Lincoln Avenue to Kedzie Avenue; thence north on Kedzie Avenue to Hood Avenue; thence east on Hood Avenue to Whipple Street; thence south on Whipple Street to Peterson Avenue; thence east on Peterson Avenue to Mozart Avenue; thence north on Mozart Avenue to Glenlake Avenue; thence east on Glenlake Avenue to Talman Avenue; thence north on Talman Avenue to Granville Avenue; thence east on Granville Avenue to Campbell Avenue; thence north on Campbell Avenue to Rosemont Avenue; thence east on Rosemont Avenue to Western Avenue; thence south on Western Avenue to Peterson Avenue; thence east on Peterson Avenue to Clark Street; thence north on Clark Street to Schreiber Avenue; thence east on Schreiber Avenue to Ashland Avenue; thence north on Ashland Avenue to Pratt Boulevard; thence west on Pratt Boulevard to Clark Street; thence north on Clark Street to Farewell Avenue; thence west on Farewell Avenue to Ravenswood Avenue; thence south on Ravenswood Avenue to Pratt Boulevard; thence west on Pratt Boulevard to Wolcott Avenue; thence north on Wolcott Avenue to Farewell Avenue; thence west on Farewell Avenue to Ridge Boulevard; thence north on Ridge Boulevard to Lunt Avenue; thence east on Lunt Avenue to Wolcott Avenue; thence north on Wolcott Avenue to Greenleaf Avenue; thence west on Greenleaf Avenue to Damen Avenue; thence north on Damen Avenue to Estes Avenue; thence east on Estes Avenue to Wolcott Avenue; thence north on Wolcott Avenue to Touhy Avenue; thence west on Touhy Avenue to Ridge Boulevard; thence north on Ridge Boulevard to the place of beginning.

Alderman Frost then moved to take a five minute *recess* to give the aldermen additional opportunity to review the amendments.

The motion *Prevailed* and the City Council *Stood in Recess*.

After the five minute recess Honorable Jane M. Byrne, Mayor, called the City Council to order.

Alderman Frost then moved for *Adoption* of the amendments.

The motion *Prevailed* by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Sawyer, Humes, Shaw, Vrdolyak, Majerczyk, Madrzyk, Burke, Brady, Barden, Kellam, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Hagopian, Kuta, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Clewis, Schuller, Volini, Orr, Stone--34.

Nays--Aldermen Evans, Bloom, Bertrand, Huels, Streeter, Sheahan, Kelley, Sherman, Lipinski, Davis, Marcin, Natarus, Oberman, Merlo, Axelrod--15.

Alderman Frost next moved that the proposed ordinance redistricting the City into fifty wards pass as amended.

After debate Alderman Barnett moved the *Previous Question*.

The motion *Prevailed* by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Sawyer, Humes, Shaw, Vrdolyak, Majerczyk, Madrzyk, Brady, Barden, Kellam, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Hagopian, Kuta, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Clewis, Schuller, Volini, Stone--33.

Nays--Aldermen Evans, Bloom, Bertrand, Huels, Streeter, Sheahan, Kelley, Sherman, Lipinski, Davis, Marcin, Oberman, Merlo, Axelrod, Orr--15.

Thereupon on motion of Alderman Frost the said proposed ordinance was *Passed, as Amended*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Sawyer, Humes, Shaw, Vrdolyak, Majerczyk, Madrzyk, Burke, Brady, Barden, Kellam, Stemberk, Shumpert, Marzullo, Nardulli, Carothers, Hagopian, Kuta, Gabinski, Mell, Frost, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Clewis, Schuller, Volini, Stone--34.

Nays--Aldermen Evans, Bloom, Bertrand, Huels, Streeter, Sheahan, Kelley, Sherman, Lipinski, Davis, Marcin, Oberman, Merlo, Axelrod, Orr--15.

The following is said ordinance as passed:

Section 4-13. The City is hereby divided into fifty wards and redistricted as provided in this Chapter.

4-14. The FIRST WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of the Chicago River and Lake Michigan; thence west on the Chicago River to the South Branch Chicago River; thence south on the South Branch Chicago River to Polk Street; thence west on Polk Street to Halsted Street; thence north on Halsted Street to Van Buren Street; thence west on Van Buren Street to Loomis Street; thence south on Loomis Street to Polk Street; thence west on Polk Street to Ashland Boulevard; thence south on Ashland Boulevard and Ashland Avenue to 16th Street; thence east on 16th Street to Laflin Street; thence south on Laflin Street to 18th Street; thence west on 18th Street to Ashland Avenue; thence south on Ashland Avenue to the main channel South Branch Chicago River; thence east on the main channel South Branch Chicago River to Wallace Street as extended; thence southeast on Wallace Street as extended and Wallace Street to 24th Place; thence south across the Dan Ryan Expressway to the intersection of 25th Place and Wallace Street; thence east on 25th Place to Canal Street; thence south on Canal Street to 28th Street; thence east on 28th Street to Stewart Avenue; thence south on Stewart Avenue to 31st Street; thence east on 31st Street to N.Y.C. R.R.; thence north on N.Y.C. R.R. to 26th Street; thence east on 26th Street and 26th Street as extended to Lake Michigan; thence north along Lake Michigan to the place of beginning.

4-15. The SECOND WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of Lake Michigan and East 26th Street as extended; thence west on 26th Street and 26th Street to the N.Y.C. R.R.; thence south on the N.Y.C. R.R. to 35th Street; thence west across the Dan Ryan Expressway to Wentworth Avenue; thence south on Wentworth Avenue to West 45th Street extended; thence east on 45th Street extended and 45th Street to State Street; thence north on State

Street to 43rd Street; thence east on 43rd Street to Vincennes Avenue; thence north on Vincennes Avenue to 39th Street; thence east on 39th Street to Cottage Grove Avenue; thence south on Cottage Grove Avenue to Oakwood Boulevard; thence east on Oakwood Boulevard and Oakwood Drive and Oakwood Drive as extended to Lake Michigan; thence north along Lake Michigan to the place of beginning.

4-16. The THIRD WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of South Vincennes Avenue and East 43rd Street; thence west on 43rd Street to State Street; thence south on State Street to 45th Street; thence west on 45th Street and 45th Street extended to Wentworth Avenue; thence south on Wentworth Avenue to 47th Street; thence west on 47th Street to Stewart Avenue as extended (400 W.); thence south on Stewart Avenue as extended (400 W.) to 51st Street; thence west on 51st Street to Lowe Avenue thence south on Lowe Avenue to 53rd Street; thence west on 53rd Street to Union Avenue; thence south on Union Avenue to 54th Place; thence west on 54th Place to Halsted Street; thence south on Halsted Street to 61st Street; thence east on 61st Street to C. & W. I. R.R.; thence south on C. & W. I. R.R. to 63rd Street; thence east on 63rd Street to LaSalle Street; thence north on LaSalle Street to 61st Street; thence east on 61st Street to State Street; thence north on State Street to 59th Street; thence east on 59th Street to Michigan Avenue; thence north on Michigan Avenue to 57th Street; thence east on 57th Street to Prairie Avenue; thence south on Prairie Avenue to 59th Street; thence east on 59th Street to Dr. Martin Luther King Jr. Drive; thence north on Dr. Martin Luther King Jr. Drive to 49th Street; thence east on 49th Street to Forrestville Avenue; thence north on Forrestville Avenue to 47th Street; thence east on 47th Street to St. Lawrence Avenue; thence north on St. Lawrence Avenue to 45th Street; thence west on 45th Street to Vincennes Avenue; thence north on Vincennes Avenue to the place of beginning.

4-17. The FOURTH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of Lake Michigan and East Oakwood Drive as extended; thence southwest on Oakwood Drive as extended, Oakwood Drive and Oakwood Boulevard to Cottage Grove Avenue; thence north on Cottage Grove Avenue to 39th Street; thence west on 39th Street to Vincennes Avenue; thence south on Vincennes Avenue to 45th Street; thence east on 45th Street to St. Lawrence Avenue; thence south on St. Lawrence Avenue to 47th Street; thence west on 47th Street to Forrestville Avenue; thence south on Forrestville Avenue to 49th Street; thence west on 49th Street to Dr. Martin Luther King Jr. Drive; thence south on Dr. Martin Luther King Jr. Drive to Garfield Boulevard (55th Street); thence east on Garfield Drive as extended through Washington Park and continuing easterly on 55th Street to 55th Place and east on 55th Place to 55th Street; thence east on 55th Street to Lake Park Avenue; thence north on Lake Park Avenue to 53rd Street; thence east on 53rd Street and 53rd Street extended to Lake Michigan; thence northwesterly along Lake Michigan to the place of beginning.

4-18. The FIFTH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of Lake Michigan and East 53rd Street as extended; thence west on 53rd Street to Lake Park Avenue; thence south on Lake Park Avenue to 55th Street; thence west on 55th Street, 55th Place and 55th Street to Cottage Grove Avenue; thence south on Cottage Grove Avenue to 60th Street; thence east on 60th Street to Kenwood Avenue; thence south on Kenwood Avenue to 63rd Street; thence east on 63rd Street to Stony Island Avenue; thence south on Stony Island Avenue to 75th Street; thence east on 75th Street to Jeffery Boulevard; thence south on Jeffery Boulevard to 77th Street; thence east on 77th Street to Clyde Avenue; thence south on Clyde Avenue to 79th Street; thence east on 79th Street to Yates Avenue; thence north on Yates Avenue to 73rd Street; thence east on 73rd Street to Exchange Avenue; thence southeasterly on Exchange Avenue to 75th Street; thence northeasterly on 75th Street to Lake Michigan; thence northerly along Lake Michigan to the place of beginning.

4-19. The SIXTH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of S. Stony Island and E. 71st Street; thence west on 71st Street to State Street; thence south on State Street to its intersection with S. Wabash Avenue; thence southeasterly on S. Wabash Avenue to E. 99th Place; thence east on E. 99th Place to Indiana Avenue; thence south on Indiana Avenue extended and Indiana Avenue to 101st Street; thence east on 101st Street to Dr. Martin Luther King Jr. Drive; thence south on Dr. Martin Luther King Jr. Drive to 103rd Street; thence east on 103rd Street to Rhodes Avenue; thence north on Rhodes Avenue and Rhodes Avenue extended to E. 99th Place; thence east on E. 99th Place and E. 99th Place extended to Cottage Grove Avenue; thence north on Cottage Grove Avenue to 95th Street; thence west on 95th Street to Cottage Grove Avenue; thence north on Cottage Grove Avenue to 79th Street; thence east on 79th Street to Stony Island Avenue; thence north on Stony Island Avenue to the place of beginning.

4-20. The SEVENTH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of Lake Michigan and East 75th Street; thence southwesterly on 75th Street to Exchange Avenue; thence northwesterly on Exchange Avenue to 73rd Street; thence west on 73rd Street to Yates Avenue; thence south on Yates Avenue to 89th Street; thence west on 89th Street to Merrill Avenue; thence south on Merrill Avenue to 94th Street; thence east on 94th Street to Paxton Avenue; thence south on Paxton Avenue to the C. R. I. & P. R.R. thence east on the C. R. I. & P. R.R. to Yates Avenue; thence south on Yates Avenue to 95th Street; thence east on 95th Street to South Chicago Avenue; thence northwesterly on South Chicago Avenue to 91st Street; thence east on 91st Street to Brandon Avenue; thence north on Brandon Avenue to 89th Street; thence east on 89th Street to Mackinaw Avenue; thence north on Mackinaw Avenue to 87th Street; thence west on 87th Street to Burley Avenue; thence north on Burley Avenue to 86th Street; thence east on 86th Street and 86th Street extended to Lake Michigan; thence north along Lake Michigan to the place of beginning.

4-21. The EIGHTH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of S. Jeffery Boulevard and E. 75th Street; thence west on 75th Street to Stony Island Avenue; thence south on Stony Island Avenue to 79th Street; thence west on 79th Street to Cottage Grove Avenue; thence south on Cottage Grove Avenue to 95th Street; thence east on 95th Street to Cottage Grove Avenue; thence southwesterly on Cottage Grove Avenue to E. 99th Place extended; thence west on E. 99th Place extended and E. 99th Place to Rhodes Avenue extended; thence south on Rhodes Avenue extended and Rhodes Avenue to 103rd Street; thence east on 103rd Street to the Stony Island extension of the Calumet Expressway; thence north on the Stony Island extension to the N.Y.C. & St. L. R.R.; thence northwesterly on the N.Y.C. & St. L. R.R. to the C. & W. I. R.R.; thence east on C. & W. I. R.R. to Stony Island Avenue; thence north on Stony Island Avenue to 90th Street; thence east on 90th Street to Merrill Avenue; thence north on Merrill Avenue to 89th Street; thence east on 89th Street to Yates Boulevard; thence north on Yates Boulevard to 79th Street; thence west on 79th Street to Clyde Avenue; thence north on Clyde Avenue to 77th Street; thence west on 77th Street to Jeffery Boulevard; thence north on Jeffery Boulevard to the place of beginning.

4-22. The NINTH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of East 103rd Street and the Stony Island extension of the Calumet Expressway; thence west on 103rd Street to State Street; thence south on State Street to 119th Street; thence west on 119th Street to Stewart Avenue; thence south on Stewart Avenue to I.C. R.R. (121st Street); thence west on I.C. R.R. (121st Street) to Halsted Street; thence south on Halsted Street to 127th Street (City Limits); thence follow City Limits west, south, and east to Calumet Expressway and 138th Street; thence northwesterly on Calumet Expressway to 130th Street; thence east on 130th Street to the east line of Section 26, Township 37 North, Range 14 East of the Third Principal Meridian (center line of Stony Island Avenue); thence north along said Section Line (center line of Stony Island Avenue) to the southerly shore of Lake Calumet; thence northerly in a straight line through Lake Calumet to the place of beginning.

4-23. The TENTH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of Lake Michigan and 86th Street extended; thence west on 86th Street extended and 86th Street to Burley Avenue; thence south on Burley Avenue to 87th Street; thence east on 87th Street to Mackinaw Avenue; thence south on Mackinaw Avenue to 89th Street; thence west on 89th Street to Brandon Avenue; thence south on Brandon Avenue to 91st Street; thence west on 91st Street to South Chicago Avenue; thence southeasterly on South Chicago Avenue to 95th Street; thence west on 95th Street to Yates Avenue; thence north on Yates Avenue to the C. R. I. & P. R.R.; thence west on the C. R. I. & P. R.R. to Paxton Avenue; thence north on Paxton Avenue to 94th Street; thence west on 94th Street to Merrill Avenue; thence north on Merrill Avenue to 90th Street; thence west on 90th Street to Stony Island Avenue; thence south on Stony Island Avenue to the C. & W. I. R.R.; thence west on the C. & W. I. R.R. to N. Y. C. R.R.; thence southeasterly on the N. Y. C. R.R. to Stony Island extension of the Calumet Expressway; thence south on Stony Island extension of the Calumet Expressway, to 103rd Street; thence southerly in a straight line through Lake Calumet to the intersection of the southerly shore of Lake Calumet and the east line of Section 26, Township 37 North, Range 14 East of the Third Principal Meridian (center line of Stony Island Ave.); thence south along the said section line (center line of Stony Island Ave.) to 130th Street; thence west on 130th Street to the Calumet Expressway; thence southeasterly on the Calumet Expressway to 138th Street (City Limits); thence east on 138th Street to the State Line; thence north on the State Line to Lake Michigan; thence northerly on Lake Michigan to the place of beginning.

4-24. The ELEVENTH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of West 31st Street and N.Y.C. R.R.; thence west on 31st Street to Stewart Avenue; thence north on Stewart Avenue to 28th Street; thence west on 28th Street to Canal Street; thence north on Canal Street to 25th Place; thence west on 25th Place to Wallace Street; thence north on Wallace Street as extended across the Dan Ryan Expressway to the intersection of 24th Place and Wallace Street; thence northwest on Wallace Street as extended to the main channel of the South Branch of the Chicago River; thence southwest on the main channel of the South Branch of the Chicago River to Hoyne Avenue as extended; thence south on Hoyne Avenue as extended across the South Branch of the Chicago River to the center line of the Stevenson Expressway; thence east on the center line of the Stevenson Expressway to Wood Street; thence south on Wood Street to 33rd Street; thence east on 33rd Street to Ashland Avenue; thence south on Ashland Avenue to 35th Street; thence west on 35th Street to Wood Street; thence south on Wood Street to Pershing Road (39th Street); thence east on Pershing Road (39th Street) to Ashland Avenue; thence south on Ashland Avenue to 45th Street; thence west on 45th Street to Paulina Street; thence south on Paulina Street to 47th Street; thence east on 47th Street to Racine Avenue; thence south on Racine Avenue to Garfield Boulevard (55th Street); thence east on Garfield Boulevard (55th Street) to Halsted Street; thence north on Halsted Street to 54th Place; thence east on 54th Place to Union Avenue; thence north on Union Avenue to 53rd Street; thence east on 53rd Street to Lowe Avenue; thence north on Lowe Avenue to 51st Street; thence east on 51st Street to Stewart Avenue (400 W.) as extended; thence north on Stewart Avenue (400 W.) as extended to 47th Street; thence east on 47th Street to Wentworth Avenue; thence north on Wentworth Avenue to 35th Street; thence east on 35th Street to N.Y.C. R.R.; thence north on N.Y.C. R.R. to the place of beginning.

4-25. The TWELFTH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of the Chicago Sanitary and Ship Channel and South Hoyne Avenue extended; thence southwest along the Chicago Sanitary and Ship Channel to Kedzie Avenue; thence north on Kedzie Avenue to 30th Street; thence east on 30th Street to Albany Avenue; thence south on Albany Avenue to 31st Street; thence east on 31st Street to Sacramento Street; thence north on Sacramento Street to 26th Street; thence west on 26th Street to Central Park Avenue; thence south on Central Park Avenue to 31st Street; thence west on 31st Street to Pulaski Road; thence south on Pulaski Road to 47th Street; thence east on 47th Street to the Grand Trunk R.R.; thence south on the Grand Trunk R.R. to 53rd Street;

thence east on 53rd Street to Kedzie Avenue; thence north on Kedzie Avenue to 47th Street; thence east on 47th Street to Paulina Avenue; thence north on Paulina Avenue to 45th Street; thence east on 45th Street to Ashland Avenue; thence north on Ashland Avenue to Pershing Road (39th Street); thence west on Pershing Road (39th Street) to Wood Street; thence north on Wood Street to 35th Street; thence east on 35th Street to Ashland Avenue; thence north on Ashland Avenue to 33rd Street; thence west on 33rd Street to Wood Street; thence north on Wood Street to the center line of the Stevenson Expressway; thence west on the center line of the Stevenson Expressway to Hoyne Avenue; thence north on Hoyne Avenue to the place of the beginning.

4-26. The THIRTEENTH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of West 53rd Street and South Kedzie Avenue; thence west on 53rd Street to Grand Trunk R.R.; thence south on the Grand Trunk R.R. to 59th Street; thence west on 59th Street to Pulaski Road; thence north on Pulaski Road to 55th Street; thence west on 55th Street to the Belt Ry.; thence south on the Belt Ry. to 59th Street; thence west on 59th Street to Austin Avenue; thence south on Austin Avenue to 65th Street (City Limits); thence east and south on the City Limits to 79th Street; thence east on 79th Street to Kedzie Avenue; thence north on Kedzie Avenue to Marquette Road (67th Street); thence west on Marquette Road (67th Street) to St. Louis Avenue; thence north on St. Louis Avenue to 63rd Street; thence east on 63rd Street to Kedzie Avenue; thence north on Kedzie Avenue to the place of beginning.

4-27. The FOURTEENTH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of W. 47th Street and Racine Avenue; thence west on 47th Street to Kedzie Avenue; thence south on Kedzie Avenue to 59th Street; thence east on 59th Street to Loomis Boulevard; thence north on Loomis Boulevard to Garfield Boulevard (55th Street); thence east on Garfield Boulevard (55th Street) to Racine Avenue; thence north on Racine Avenue to the place of beginning.

4-28. The FIFTEENTH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of W. 59th Street and Wood Street; thence west on 59th Street to Kedzie Avenue; thence south on Kedzie Avenue to 63rd Street; thence west on 63rd Street to St. Louis Avenue; thence south on St. Louis Avenue to Marquette Road (67th Street); thence east on Marquette Road (67th Street) to Kedzie Avenue; thence south on Kedzie Avenue to Belt Ry. (75th Street); thence east on the Belt Ry. (75th Street) to Ashland Avenue; thence north on Ashland Avenue to 70th Street; thence west on 70th Street to Wood Street; thence north on Wood Street to the place of beginning.

4-29. The SIXTEENTH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of W. Garfield Boulevard (55th Street) and S. Halsted Street; thence west on Garfield Boulevard (55th Street) to Loomis Boulevard; thence south on Loomis Boulevard to 59th Street; thence west on 59th Street to Wood Street; thence south on Wood Street to 70th Street; thence east on 70th Street to Ashland Avenue; thence south on Ashland Avenue to 71st Street; thence east on 71st Street to Halsted Street; thence north on Halsted Street to 69th Street; thence east on 69th Street to Normal Boulevard; thence north on Normal Boulevard to Marquette Road (67th Street); thence east on Marquette Road (67th Street) to State Street; thence north on State Street to 61st Street; thence west on 61st Street to LaSalle Street; thence south on LaSalle Street to 63rd Street; thence west on 63rd Street to C. & W.I. R.R.; thence north on C. & W.I. R.R. to 61st Street; thence west on 61st Street to Halsted Street; thence north on Halsted Street to the place of beginning.

4-30. The SEVENTEENTH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of South Marquette Road (67th Street) and S. State Street; thence west on Marquette Road (67th Street) to Normal Boulevard; thence south on Normal Boulevard to 69th Street; thence west on 69th Street to Halsted Street; thence south on Halsted Street to 71st Street; thence west on 71st Street to Ashland Avenue; thence south on Ashland Avenue to 75th Street; thence west on 75th

Street to Honore Street; thence south on Honore Street to 79th Street; thence east on 79th Street to Racine Avenue; thence south on Racine Avenue to 85th Street; thence east on 85th Street to Peoria Street; thence north on Peoria Street to 84th Street; thence east on 84th Street to Halsted Street; thence north on Halsted Street to 83rd Street; thence east on 83rd Street to Vincennes Avenue; thence northeast on Vincennes Avenue to 83rd Street; thence southeast on 83rd Street to Stewart Avenue; thence south on Stewart Avenue and Stewart Avenue extended to the Belt Ry.; thence southeast on Belt Ry. to 87th Street; thence east on 87th Street to State Street; thence north on State Street to the place of beginning.

4-31. The EIGHTEENTH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of South Racine Avenue and West 79th Street; thence west on 79th Street to Honore Street; thence north on Honore Street to the Belt Ry. (75th Street); thence west on the Belt Ry. (75th Street) to Kedzie Avenue; thence south on Kedzie Avenue to 79th Street; thence west on 79th Street to Cicero Avenue (City Limits); thence south on Cicero Avenue (City Limits) to 87th Street; thence east on 87th Street to Racine Avenue; thence north on Racine Avenue to the place of beginning.

4-32. The NINETEENTH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of West 87th Street and the right of way of the P.C.C. & St. L. Ry.; thence west on 87th Street to Western Avenue (City Limits); thence follow south along the City Limits to 119th St.; thence east on 119th Street to Vincennes Avenue; thence northeasterly on Vincennes Avenue to 117th Street; thence east on 117th Street and 117th Street extended to Wood Street; thence north on Wood Street to 115th Street; thence west on 115th Street to Vincennes Avenue; thence northeasterly on Vincennes Avenue to 111th Street; thence east on 111th Street to Ashland Avenue; thence north on Ashland Avenue to 108th Place; thence east on 108th Place to Church Street; thence north on Church Street to 107th Street; thence east on 107th Street to C.R.I. & P.R.R.; thence northeasterly on C.R.I. & P.R.R. to 103rd Street; thence west on 103rd Street to the P.C.C. & St. L. Ry.; thence northwesterly on the P.C.C. & St. L. Ry. to the place of beginning; except a tract bounded by West 107th Street, West 111th Street, G.T.W. R.R. and South California Avenue (Mt. Greenwood Cemetery) not in the City of Chicago.

4-33. The TWENTIETH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of South Cottage Grove Avenue and East 55th Street; thence west directly across Washington Park to the intersection of Garfield Boulevard (55th Street) and Dr. Martin Luther King Jr. Drive; thence south on Dr. Martin Luther King Jr. Drive to 59th Street; thence west on 59th Street to Prairie Avenue; thence north on Prairie Avenue to 57th Street; thence west on 57th Street to Michigan Avenue; thence south on Michigan Avenue to 59th Street; thence west on 59th Street to State Street; thence south on State Street to 71st Street; thence east on 71st Street to Stony Island Avenue; thence north on Stony Island Avenue to 63rd Street; thence west on 63rd Street to Kenwood Avenue; thence north on Kenwood Avenue to 60th Street; thence west on 60th Street to Cottage Grove Avenue; thence north on Cottage Grove Avenue to the place of beginning.

4-34. The TWENTY-FIRST WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of South State Street and 87th Street; thence west on 87th Street to Belt Ry.; thence northerly on Belt Ry. to Stewart Avenue extended and Stewart Avenue to 83rd Street; thence northwest on 83rd Street to Vincennes Avenue; thence southwest on Vincennes to 83rd Street; thence west on 83rd Street to Halsted; thence south on Halsted Street to 84th Street; thence west on 84th Street to Peoria Street; thence south on Peoria Street to 85th Street; thence west on 85th Street to Racine Avenue; thence south on Racine Avenue to 87th Street; thence west on 87th Street to the P.C.C. & St. L. R.R.; thence southeasterly on the P.C.C. & St. L. R.R. to 103rd Street; thence east on 103rd Street to Dr. Martin Luther King Jr. Drive; thence north on Dr. Martin Luther King Jr. Drive to 101st Street; thence west on 101st Street to Indiana Avenue; thence north on Indiana Avenue in a straight line across the Calumet Expressway to East 99th Place; thence northwesterly on East 99th Place to Wabash Avenue; thence northwesterly on Wabash Avenue to the intersection of Wabash Avenue and State Street; thence north on State Street to the place of beginning.

4-35. The TWENTY-SECOND WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of North Kedzie Avenue and West Ogden Avenue; thence southwest on Ogden Avenue to Homan Avenue; thence south on Homan Avenue to the CTA Rapid Transit Line; thence west on the CTA Rapid Transit Line to Trumbull Avenue; thence south on Trumbull Avenue to Cermak Road (22nd Street); thence west on Cermak Road (22nd Street) to the Belt R.R. (City Limits); thence south following City Limits to 47th Street; thence east on 47th Street to Tripp Avenue; thence north on Tripp Avenue to 43rd Street; thence east on 43rd Street to Pulaski Road; thence north on Pulaski Road to 31st Street; thence east on 31st Street to Central Park Avenue; thence north on Central Park Avenue to 26th Street; thence east on 26th Street to California Boulevard; thence north on California Boulevard to 24th Boulevard; thence west on 24th Boulevard to Marshall Boulevard; thence north on Marshall Boulevard to 19th Street; thence west on 19th Street to Albany Avenue; thence south on Albany Avenue to 21st Street; thence west on 21st Street to Kedzie Avenue; thence north on Kedzie Avenue to the place of beginning.

4-36. The TWENTY-THIRD WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of West 43rd Street and South Pulaski Road; thence west on 43rd Street to Tripp Avenue; thence south on Tripp Avenue to 47th Street; thence west on 47th Street to Laramie Avenue (City Limits); thence south on Laramie Avenue (City Limits) to 51st Street (City Limits); thence west on 51st Street (City Limits) to Harlem Avenue (City Limits); thence south on Harlem Avenue (City Limits) to 65th Street (City Limits); thence east on 65th Street (City Limits) to Austin Avenue; thence north on Austin Avenue to 59th Street; thence east on 59th Street to Belt Ry. to 55th Street; thence east on 55th Street to Pulaski Road; thence south on Pulaski Road to 59th Street; thence east on 59th Street to Grand Truck R.R.; thence north on the Grand Truck R.R. to 47th Street; thence west on 47th Street to Pulaski Road; thence north on Pulaski Road to the place of beginning.

4-37. The TWENTY-FOURTH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of South Sacramento Boulevard and West Taylor Street; thence west on Taylor Street to Kedzie Avenue; thence north on Kedzie Avenue to Arthington Street; thence west on Arthington Street to Homan Avenue; thence north on Homan Avenue to Harrison Street; thence west on Harrison Street to Central Park Avenue; thence south on Central Park Avenue to Arthington Street; thence west on Arthington Street to Independence Boulevard; thence north on Independence Boulevard to Harrison Street; thence west on Harrison Street to Kildare Avenue; thence north on Kildare Avenue to the Center Line of the Eisenhower Expressway; thence west on the Center Line of the Eisenhower Expressway to the Belt Ry.; thence north on the Belt Ry. to Harrison Street; thence west on Harrison Street to Cicero Avenue; thence south on Cicero Avenue to Roosevelt Road (City Limits); thence east on Roosevelt Road (City Limits) to Belt Ry. (City Limits); thence south on Belt Ry. (City Limits) to Cermak Road (22nd Street); thence east on Cermak Road (22nd Street) to Trumbull Avenue; thence north on Trumbull Avenue to the CTA Rapid Transit Line; thence east on the CTA Rapid Transit Line to Homan Avenue; thence north on Homan Avenue to Ogden Avenue; thence northeasterly on Ogden Avenue to Kedzie Avenue; thence south on Kedzie Avenue to 21st Street; thence east on 21st Street to Albany Avenue; thence north on Albany Avenue to 19th Street; thence east on 19th Street to Sacramento Drive; thence north on Sacramento Drive to Sacramento Boulevard; thence north on Sacramento Boulevard to the place of beginning.

4-38. The TWENTY-FIFTH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of West Harrison Street and South Ashland Boulevard; thence west on Harrison Street to Western Avenue; thence north on Western Avenue to Van Buren Street; thence west on Van Buren Street to California Avenue; thence south on California Avenue to Harrison Street; thence west on Harrison Street to Sacramento Boulevard; thence south on Sacramento Boulevard, Sacramento Drive, and Marshall Boulevard to West 24th Boulevard; thence east on 24th Boulevard to California Boulevard; thence south on California Boulevard to 26th Street; thence west on 26th Street to Sacramento Avenue;

thence south on Sacramento Avenue to 31st Street; thence west on 31st Street to Albany Avenue; thence north on Albany Avenue to 30th Street; thence west on 30th Street to Kedzie Avenue; thence south on Kedzie Avenue to the Sanitary and Ship Canal; thence northeast on the Sanitary and Ship Canal and the main channel of the South Branch of the Chicago River to Ashland Avenue; thence north on Ashland Avenue to 18th Street; thence east on 18th Street to Laflin Street; thence north on Laflin Street to 16th Street; thence west on 16th Street to Ashland Avenue; thence north on Ashland Avenue to the place of beginning.

4-39. The TWENTY-SIXTH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of the North Branch Chicago River and W. Division Street; thence west on Division Street to Ashland Avenue; thence north on Ashland Avenue to Milwaukee Avenue; thence northwest on Milwaukee Avenue to North Avenue; thence west on North Avenue to Hoyne Avenue; thence south on Hoyne Avenue to Division Street; thence west on Division Street to Western Avenue; thence north on Western Avenue to North Avenue; thence west on North Avenue to Rockwell Avenue; thence south on Rockwell Avenue to Cortez Street; thence west on Cortez Street to California Avenue; thence south on California Avenue to Grand Avenue; thence southeast on Grand Avenue to Rockwell Avenue; thence south on Rockwell Avenue to C. & N. W. R.R.; thence east on C. & N. W. R.R. to North Branch Chicago River; thence north on the North Branch Chicago River to the place of beginning.

4-40. The TWENTY-SEVENTH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of the North Branch Chicago River and West Kinzie Street; thence west on Kinzie Street to Kinzie Street as extended to extended Rockwell Avenue; thence north on Rockwell Avenue as extended and Rockwell Avenue to Grand Avenue; thence northwesterly on Grand Avenue to California Avenue; thence north on California Avenue to Chicago Avenue; thence west on Chicago Avenue to Central Park Avenue; thence south on Central Park Avenue to Ohio Street; thence east on Ohio Street to Drake Avenue; thence south on Drake Avenue to Kinzie Street; thence west on Kinzie Street to Central Park Avenue; thence south on Central Park Avenue to Lake Street (C.T.A. Rapid Transit Line); thence southeasterly on the Lake Street (C.T.A. Rapid Transit Line) to Homan Avenue; thence north on Homan Avenue to Walnut Street; thence east on Walnut Street to Kedzie Avenue; thence south on Kedzie Avenue to Washington Boulevard; thence west on Washington Boulevard to Homan Avenue; thence south on Homan Avenue to Madison Street; thence west on Madison Street to Central Park Avenue; thence south on Central Park Avenue to Harrison Street; thence east on Harrison Street to Homan Avenue; thence south on Homan Avenue to Arthington Street; thence east on Arthington Street to Kedzie Avenue; thence south on Kedzie Avenue to Taylor Street; thence east on Taylor Street to Sacramento Boulevard; thence north on Sacramento Boulevard to Harrison Street; thence east on Harrison Street to California Avenue; thence north on California Avenue to Van Buren Street; thence east on Van Buren Street to Western Avenue; thence south on Western Avenue to Harrison Street; thence east on Harrison Street to Ashland Avenue; thence south on Ashland Avenue to Polk Street; thence east on Polk Street to Loomis Street; thence north on Loomis Street to Van Buren Street; thence east on Van Buren Street to Halsted Street; thence south on Halsted Street to Polk Street; thence east on Polk Street to North Branch Chicago River; thence north on the North Branch Chicago River to the place of beginning.

4-41. The TWENTY-EIGHTH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of North Central Park Avenue and W. Chicago Avenue; thence west on Chicago Avenue to Lamon Avenue; thence north on Lamon Avenue to Cortez Street; thence west on Cortez Street to Lavergne Avenue; thence south on Lavergne Avenue to Augusta Boulevard; thence west on Augusta Boulevard to Laramie Avenue; thence south on Laramie Avenue to Washington Boulevard; thence east on Washington Boulevard to Lamon Avenue; thence south on Lamon Avenue to Madison Street; thence east on Madison Street to Cicero Avenue; thence south on Cicero Avenue to Harrison Street; thence east on Harrison Street to the Belt Ry.; thence south on the Belt Ry. to the Eisenhower Expressway; thence east on the Eisenhower Expressway to Kildare Avenue; thence south on Kildare Avenue to Harrison Street;

thence east on Harrison Street to Independence Boulevard; thence south on Independence Boulevard to Arthington Street; thence east on Arthington Street to Central Park Avenue; thence north on Central Park Avenue, Central Park Boulevard, to Madison Street; thence east on Madison Street to Homan Avenue; thence north on Homan Avenue to Washington Boulevard; thence east on Washington Boulevard to Kedzie Avenue; thence north on Kedzie Boulevard to Walnut Street; thence west on Walnut Street to Homan Avenue; thence south on Homan Avenue to Lake Street (C.T.A. Rapid Transit Line); thence northwesterly on Lake Street (C.T.A. Rapid Transit Line) to Central Park Avenue; thence north on Central Park Avenue to the C. & N.W. R.R.; thence east on the C. & N.W. R.R. to Drake Avenue; thence north on Drake Avenue to Ohio Street; thence west on Ohio Street to Central Park Avenue; thence north on Central Park Avenue to the place of beginning.

4-42. The TWENTY-NINTH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of Cicero Avenue and W. Madison Street; thence west on Madison Street to Lamont Avenue; thence north on Lamont Avenue to Washington Boulevard; thence west on Washington Boulevard to Laramie Avenue; thence north on Laramie Avenue to Chicago Avenue; thence west on Chicago Avenue to Austin Boulevard (City Limits); thence south on Austin Boulevard (City Limits) to Roosevelt Road (City Limits); thence east on Roosevelt Road (City Limits) to Cicero Avenue; thence north on Cicero Avenue to the place of beginning.

4-43. The THIRTIETH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of North Pulaski Road and West Addison Street; thence west on Addison Street to Cicero Avenue; thence south on Cicero Avenue to Belmont Avenue; thence west on Belmont Avenue to Laramie Avenue; thence south on Laramie Avenue to Dickens Avenue; thence east on Dickens Avenue to Lamont Avenue; thence south on Lamont Avenue to Armitage Avenue; thence east on Armitage Avenue to Cicero Avenue; thence south on Cicero Avenue to the C. M. St. P. & P. R.R.; thence east on the C. M. St. P. & P. R.R. to the C. & N. W. R.R.; thence south on the C. & N. W. R.R. to North Avenue; thence east on North Avenue to Kostner Avenue; thence south on Kostner Avenue to Lemoyne Avenue; thence east on Lemoyne Avenue to Kildare Avenue; thence south on Kildare Avenue to Haddon Avenue; thence east on Haddon Avenue to Keeler Avenue; thence south on Keeler Avenue to Thomas Street; thence east on Thomas Street to Pulaski Road; thence north on Pulaski Road to North Avenue; thence east on North Avenue to Springfield Avenue; thence north on Springfield Avenue to the C. M. St. P. & P. R.R.; thence west on the C. M. St. P. & P. R.R. to Pulaski Road; thence north on Pulaski Road to Belden Avenue; thence east on Belden Avenue to Pulaski Road; thence north on Pulaski Road to Fullerton Avenue; thence east on Fullerton Avenue to Ridgeway Avenue; thence north on Ridgeway Avenue to Diversey Avenue; thence west on Diversey Avenue to Pulaski Road; thence north on Pulaski Road to the place of beginning.

4-44. The THIRTY-FIRST WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of North Kedzie Avenue and West Armitage Avenue; thence west on Armitage Avenue to Spaulding Avenue; thence south on Spaulding Avenue to Cortland Avenue; thence west on Cortland Avenue to St. Louis Avenue; thence south on St. Louis Avenue to C.M. St. P. & P. R.R.; thence west on C.M. St. P. & P. R.R. to Springfield Avenue; thence south on Springfield Avenue to North Avenue; thence west on North Avenue to Pulaski Road; thence south on Pulaski Road to Thomas Street; thence west on Thomas Street to Keeler Avenue; thence north on Keeler Avenue to Haddon Avenue; thence west on Haddon Avenue to Kildare Avenue; thence south on Kildare Avenue to Thomas Avenue; thence west on Thomas Avenue to Kostner Avenue; thence south on Kostner Avenue to Augusta Boulevard; thence east on Augusta Boulevard to Kildare Avenue; thence south on Kildare Avenue to Chicago Avenue; thence east on Chicago Avenue to California Avenue; thence north on California Avenue to Cortez Street; thence east on Cortez Street to Rockwell Street; thence north on Rockwell Street to North Avenue; thence east on North Avenue to Western Avenue; thence north on Western Avenue to the C. M. St. P. & P. R.R.; thence west on the C. M. St. P. & P. R.R. to Kedzie Avenue; thence north on Kedzie Avenue to the place of beginning.

4-45. The THIRTY-SECOND WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of North Ashland Avenue and West Roscoe Street; thence west on Roscoe Street to the C. & N.W. R.R.; thence south on the C. & N.W. R.R. to School Street; thence west on School Street to Oakley Avenue; thence north on Oakley Avenue to Roscoe Street; thence west on Roscoe Street to Western Avenue; thence south on Western Avenue to Belmont Avenue; thence west on Belmont Avenue to the North Branch of the Chicago River; thence southeasterly on the North Branch of the Chicago River to Diversey Avenue; thence west on Diversey Avenue to California Avenue; thence south on California Avenue to Fullerton Avenue; thence east on Fullerton Avenue to Rockwell Street; thence south on Rockwell Street to Milwaukee Avenue; thence southeasterly on Milwaukee Avenue to Armitage Avenue; thence west on Armitage Avenue to Rockwell Street; thence south on Rockwell Street to Bloomingdale Avenue; thence east on Bloomingdale Avenue to Western Avenue; thence south on Western Avenue to Division Street; thence east on Division Street to Hoyne Avenue; thence north on Hoyne Avenue to North Avenue; thence east on North Avenue to Milwaukee Avenue; thence southeast on Milwaukee Avenue to Ashland Avenue; thence south on Ashland Avenue to Division Street; thence east on Division Street to the North Branch Chicago River; thence north on the North Branch Chicago River to Cortland Street; thence east on Cortland Street to Southport Avenue; thence north on Southport Avenue to Altgeld Street; thence west on Altgeld Street to Greenview Avenue; thence north on Greenview Avenue to Wrightwood Avenue; thence west on Wrightwood Avenue to Ashland Avenue; thence north on Ashland Avenue to the place of beginning.

4-46. The THIRTY-THIRD WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of West Irving Park Road and the North Branch of the Chicago River; thence west on Irving Park Road to Mozart Street; thence north on Mozart Street to Belle Plaine Avenue; thence west on Belle Plaine Avenue to Whipple Street; thence north on Whipple Street to Berceau Avenue; thence west on Berceau Avenue to Kedzie Avenue; thence north on Kedzie Avenue to Montrose Avenue; thence west on Montrose Avenue to Tripp Avenue; thence south on Tripp Avenue and Tripp Avenue extended and Tripp Avenue to Irving Park Road; thence east on Irving Park Road to Kimball Avenue; thence south on Kimball Avenue to Grace Street; thence east on Grace Street to Christiana Avenue; thence south on Christiana Avenue to Elston Avenue; thence southeast on Elston Avenue to Addison Avenue; thence east on Addison Avenue to Kedzie Avenue; thence south on Kedzie Avenue to the C.M. St. P. & P. R.R.; thence east on the C.M. St. P. & P. R.R. to Rockwell Street; thence north on Rockwell Street to Armitage Avenue; thence east on Armitage Avenue to Milwaukee Avenue; thence northwest on Milwaukee Avenue to Rockwell Street; thence north on Rockwell Street to Fullerton Avenue; thence west on Fullerton Avenue to California Avenue; thence north on California Avenue to Diversey Avenue; thence east on Diversey Avenue to the North Branch of the Chicago River; thence northwesterly on the North Branch of the Chicago River to the place of beginning.

4-47. The THIRTY-FOURTH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of S. State Street and W. 103rd Street; thence west on 103rd Street to C.R.I. & P. Ry.; thence southwesterly on C.R.I. & P. Ry. to 107th Street; thence west on 107th Street to Church Street; thence southwesterly on Church Street to 108th Place; thence west on 108th Place to Ashland Avenue; thence south on Ashland Avenue to 111th Street; thence west on 111th Street to Vincennes Avenue; thence southwesterly on Vincennes Avenue to 115th Street; thence east on 115th Street to Wood Street; thence south on Wood Street to 117th Street extended; thence 117th Street extended and 117th Street west to Vincennes Street; thence southwesterly on Vincennes Avenue to 119th Street (City Limits); thence follow east along the City Limits to Halsted Street; thence north on Halsted Street to I.C. R.R. (121st Street); thence east on I.C. R.R. (121st Street) to Stewart Street; thence north on Stewart Street to 119th Street; thence east on 119th Street to State Street; thence north on State Street to the place of beginning.

4-48. The THIRTY-FIFTH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of North Kimball Ave. and West Irving Park Road; thence west on Irving Park Road to C.&N.W. Ry.; thence south on the C.&N.W. Ry. to Addison Street; thence east on Addison Street to Pulaski Road; thence south on Pulaski Road to Diversey Avenue; thence east on Diversey Avenue to Ridgeway Avenue; thence south on Ridgeway Avenue to Fullerton Avenue; thence west on Fullerton Avenue to Pulaski Road; thence south on Pulaski Road to Belden Avenue; thence west on Belden Avenue to Pulaski Road; thence south on Pulaski Road to C.M.St.P.&P. R.R.; thence east on the C.M.St.P.&P. R.R. to St. Louis Avenue; thence north on St. Louis Avenue to Cortland Street; thence east on Cortland Street to Spaulding Avenue; thence north on Spaulding Avenue to Armitage Avenue; thence east on Armitage Avenue to Kedzie Avenue; thence north on Kedzie Avenue to Addison Avenue; thence west on Addison Avenue to Elston Avenue; thence northwest on Elston Avenue to Christiana Avenue; thence north on Christiana Avenue to Grace Street; thence west on Grace Street to Kimball Avenue; thence north on Kimball Avenue to the place of beginning.

4-49. The THIRTY-SIXTH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of North Laramie Avenue and West Belmont Avenue; thence west on Belmont Avenue to Sayre Avenue; thence north on Sayre Avenue to Henderson Avenue; thence west on Henderson Avenue to Nordica Avenue; thence north on Nordica Avenue to Addison Street; thence west on Addison Street to Pacific Avenue; thence north on Pacific Avenue to Irving Park Road; thence west on Irving Park Road (City Limits) to Pioneer Avenue (City Limits); thence north on Pioneer Avenue (City Limits) to Montrose Avenue (City Limits); thence west on Montrose Avenue and Montrose Avenue extended to City Limits; thence south along City Limits to Belmont Avenue; thence east and south along the City Limits to the intersection of North Avenue and Austin Boulevard; thence north on Austin Boulevard to Fullerton Avenue; thence east on Fullerton Avenue to Central Avenue; thence north on Central Avenue to George Street; thence east on George Street to Laramie Avenue; thence north on Laramie Avenue to the place of beginning.

4-50. The THIRTY-SEVENTH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of West George Street and West Laramie Avenue; thence west on George Street to Central Avenue; thence south on Central Avenue to Fullerton Avenue; thence west on Fullerton Avenue to Austin Avenue; thence south on Austin Avenue to Chicago Avenue continuing south on Austin Boulevard (City Limits) to Chicago Avenue; thence east on Chicago Avenue to Laramie Avenue; thence north on Laramie Avenue to Augusta Boulevard; thence east on Augusta Boulevard to Lavergne Avenue; thence north on Lavergne Avenue to Cortez Street; thence east on Cortez Street to Lamon Avenue; thence south on Lamon Avenue to Chicago Avenue; thence east on Chicago Avenue to Kildare Avenue; thence north on Kildare Avenue to Augusta Boulevard; thence west on Augusta Boulevard to Kostner Avenue; thence north on Kostner Avenue to Thomas Avenue; thence east on Thomas Avenue to Kildare Avenue; thence north on Kildare Avenue to Lemoyne Avenue; thence west on Lemoyne Avenue to Kostner Avenue; thence north on Kostner Avenue to North Avenue; thence west on North Avenue to the C. & N.W. R.R.; thence north on the C. & N.W. R.R. to the C. M. St. P. & P. R.R.; thence west on the C. M. St. P. & P. R.R. to Cicero Avenue; thence north on Cicero Avenue to Armitage Avenue; thence west on Armitage Avenue to Lamon Avenue; thence north on Lamon Avenue to Dickens Avenue; thence west on Dickens Avenue to Laramie Avenue; thence north on Laramie Avenue to the place of beginning.

4-51. The THIRTY-EIGHTH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of North Austin Avenue and West Gunnison Street; thence west on Gunnison Street to Narragansett Avenue (City Limits); thence south on Narragansett Avenue (City Limits) to Montrose Avenue (City Limits); thence west, southwest and west on the City Limits to Pacific Avenue; thence south on Pacific Avenue to Addison Street; thence east on Addison Street to Nordica Avenue; thence south on Nordica Avenue to Henderson Street; thence east on Henderson Street to Sayre Avenue; thence south

on Sayre Avenue to Belmont Avenue; thence east on Belmont Avenue to Cicero Avenue; thence north on Cicero Avenue to Addison Avenue; thence east on Addison Avenue to the C. & N.W. Ry; thence north on the C. & N.W. Ry. to Grace Street; thence west on Grace Street to Leclaire Avenue; thence south on Leclaire Avenue to Warwick Avenue; thence west on Warwick Avenue to Laramie Avenue; thence north on Laramie Avenue to Montrose Avenue; thence west on Montrose Avenue to Monitor Avenue; thence north on Monitor Avenue to Sunnyside Avenue; thence west on Sunnyside Avenue to Austin Avenue; thence north on Austin Avenue to the place of beginning.

4-52. The THIRTY-NINTH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of the North Shore Channel and West Devon Avenue (City Limits); thence northwesterly on the northern City Limits to the C. M. St. P. & P. R.R.; thence southeasterly on the C. M. St. P. & P. R.R. to the North Branch Chicago River; thence southeasterly on the North Branch Chicago River to Cicero Avenue; thence south on Cicero Avenue to Lawrence Avenue; thence east on Lawrence Avenue to Kostner Avenue; thence south on Kostner Avenue to Elston Avenue; thence southeasterly on Elston Avenue to Montrose Avenue; thence east on Montrose Avenue to Spaulding Avenue; thence north on Spaulding Avenue to Sunnyside Avenue; thence east on Sunnyside Avenue to Kedzie Avenue; thence north on Kedzie Avenue to Bryn Mawr Avenue; thence west on Bryn Mawr Avenue to Spaulding Avenue; thence north on Spaulding Avenue to Hollywood Avenue; thence east on Hollywood Avenue to Jersey Avenue; thence north on Jersey Avenue to Glenlake Avenue; thence west on Glenlake Avenue to Christiana Avenue; thence north on Christiana Avenue to Lincoln Avenue; thence southeast on Lincoln Avenue to the North Shore Channel; thence north on the North Shore Channel to the place of beginning.

4-53. The FORTIETH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of West Peterson Avenue and North Clark Street; thence west on Peterson Avenue to Western Avenue; thence north on Western Avenue to Rosemont Avenue; thence west on Rosemont Avenue to Campbell Avenue; thence south on Campbell Avenue to Granville Avenue; thence west on Granville Avenue to Talman Avenue; thence south on Talman Avenue to Glenlake Avenue; thence west on Glenlake Avenue to Mozart Street; thence south on Mozart Street to Peterson Avenue; thence west on Peterson Avenue to Whipple Avenue; thence north on Whipple Avenue to Hood Avenue; thence west on Hood Avenue to Kedzie Avenue; thence south on Kedzie Avenue to Lincoln Avenue; thence northwest on Lincoln Avenue to Christiana Avenue; thence south on Christiana Avenue to Glenlake Avenue; thence east on Glenlake Avenue to Jersey Avenue; thence south on Jersey Avenue to Hollywood Avenue; thence west on Hollywood Avenue to Spaulding Avenue; thence south on Spaulding Avenue to Bryn Mawr Avenue; thence east on Bryn Mawr Avenue to Kedzie Avenue; thence south on Kedzie Avenue to Sunnyside Avenue; thence west on Sunnyside Avenue to Spaulding Avenue; thence south on Spaulding Avenue to Montrose Avenue; thence east on Montrose Avenue to Kedzie Avenue; thence south on Kedzie Avenue to Berteau Avenue; thence east on Berteau Avenue to Whipple Avenue; thence south on Whipple Avenue to Belle Plaine Avenue; thence east on Belle Plaine Avenue to Mozart Street; thence south on Mozart Street to Irving Park Road; thence east on Irving Park Road to the North Branch Chicago River; thence north on the North Branch Chicago River to Wilson Avenue; thence east on Wilson Avenue to Western Avenue; thence north on Western Avenue to Foster Avenue; thence east on Foster Avenue to Winchester Avenue; thence south on Winchester Avenue to Winnemac Avenue; thence east on Winnemac Avenue to Ravenswood Avenue; thence north on Ravenswood Avenue to Foster Avenue; thence east on Foster Avenue to Clark Street; thence north on Clark Street to Victoria Street; thence east on Victoria Street to Ridge Avenue thence northwest on Ridge Avenue to Clark Street; thence north on Clark Street to the place of beginning.

4-54. The FORTY-FIRST WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of the C.M. St. P. & P. R.R. and West Touhy Avenue (City Limits); thence follow the City Limits westerly as said City Limits circumscribe O'Hare International Airport and then generally follow the Des Plaines River southerly to its intersection with Montrose Avenue extended; thence east on Montrose Avenue extended to Cumberland Avenue (City Limits); thence follow the City Limits northerly

and easterly to the intersection of Harlem Avenue and Foster Avenue; thence north on Harlem Avenue to Berwyn Avenue; thence east on Berwyn Avenue to New England Avenue; thence south on New England Avenue to Foster Avenue; thence east on Foster Avenue to Nagle Avenue; thence north on Nagle Avenue to Bryn Mawr Avenue; thence east on Bryn Mawr Avenue to Moody Avenue; thence north on Moody Avenue to Ardmore Avenue; thence west on Ardmore Avenue to Melvina Avenue; thence north on Melvina Avenue to Indian Road; thence southeasterly on Indian Road and Indian Road extended to the North Branch Chicago River; thence easterly on the North Branch Chicago River to its intersection with the C.M. St. P. & P. R.R.; thence northwesterly on the C.M. St. P. & P. R.R. to the place of beginning.

4-55. The FORTY-SECOND WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of E. Division Street extended and Lake Michigan; thence west on Division Street extended and Division Street to Lake Shore Drive; thence south on Lake Shore Drive and Michigan Avenue to Pearson Street; thence west on Pearson Street to Rush Street; thence northwesterly on Rush Street to its intersection with State Street; thence north on State Street and State Parkway to North Avenue; thence west on North Avenue to Hudson Street; thence north on Hudson Street to Eugenie Street; thence west on Eugenie Street to Larrabee Street; thence north on Larrabee Street to Armitage Avenue; thence west on Armitage Avenue to Racine Avenue; thence south on Racine Avenue to Cortland Street; thence west on Cortland Street to the North Branch Chicago River; thence southeasterly on the North Branch Chicago River to the Chicago River; thence east on the Chicago River to Lake Michigan; thence northerly along Lake Michigan to the place of beginning.

4 56. THE FORTY THIRD WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of Lake Michigan and West Wellington Avenue extended; thence west on Wellington Avenue extended and Wellington Avenue to Lake Shore Drive West; thence south on Lake Shore Drive West to Oakdale Avenue; thence west on Oakdale Avenue to Commonwealth Avenue; thence south on Commonwealth Avenue to Diversey Parkway; thence west on Diversey Parkway to Ashland Avenue; thence south on Ashland Avenue to Wrightwood Avenue; thence east on Wrightwood Avenue to Greenview Avenue; thence south on Greenview Avenue to Altgeld Street; thence east on Altgeld Street to Southport Avenue; thence south on Southport Avenue to Cortland Street; thence east on Cortland Street to Racine Avenue; thence north on Racine Avenue to Armitage Avenue; thence east on Armitage Avenue to Larrabee Street; thence south on Larrabee Street to Eugenie Street; thence east on Eugenie Street to Hudson Street; thence south on Hudson Street to North Avenue; thence east on North Avenue to State Parkway; thence south on State Parkway and State Street to Rush Street; thence southeasterly on Rush Street to Pearson Street; thence east on Pearson Street to Michigan Avenue; thence north on Michigan Avenue and Lake Shore Drive to Division Street; thence east on Division Street and Division Street extended to Lake Michigan; thence north on Lake Michigan to the place of beginning.

4 57. THE FORTY FOURTH WARD shall be all that portion of the City as follows:

Beginning at the intersection of Lake Michigan and W. Cornelia Avenue extended; thence west on Cornelia Avenue extended and Cornelia Avenue to Halsted Street; thence north on Halsted Street to Addison Street; thence west on Addison Street to Sheffield Avenue; thence north on Sheffield Avenue to Grace Street; thence west on Grace Street to Southport Avenue; thence south on Southport Avenue to Addison Street; thence west on Addison Street to Ashland Avenue; thence south on Ashland Avenue to Diversey Parkway; thence east on Diversey Parkway to Commonwealth Avenue; thence north on Commonwealth Avenue to Oakdale Avenue; thence east on Oakdale Avenue to Lake Shore Drive West; thence north on Lake Shore Drive West to Wellington Avenue; thence east on Wellington Avenue extended to Lake Michigan; thence north on Lake Michigan to the place of beginning.

4 58. THE FORTY FIFTH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of North Cicero Avenue and the North Branch Chicago River; thence northwesterly on the North Branch Chicago River to Indian Road extended; thence northwesterly on Indian Road extended and Indian Road to Melvina Avenue; thence south on Melvina Avenue to Ardmore Avenue; thence east on Ardmore Avenue to Moody Avenue; thence south on Moody Avenue to Bryn Mawr Avenue; thence west on Bryn Mawr Avenue to Nagle Avenue; thence south on Nagle Avenue to Foster Avenue; thence west on Foster Avenue to New England Avenue; thence north on New England Avenue to Berwyn Avenue; thence west on Berwyn Avenue to Harlem Avenue; thence south on Harlem Avenue (City Limits) to Gunnison Street (City Limits); thence east on Gunnison Street (City Limits) to Nordica Avenue (City Limits); thence north on Nordica Avenue (City Limits) to the alley next north of Gunnison Street; thence east on the alley next north of Gunnison Street to Nagle Avenue; thence south on Nagle Avenue to Gunnison Street; thence east on Gunnison Street to Austin Avenue; thence south on Austin Avenue to Sunnyside Avenue; thence east on Sunnyside Avenue to Monitor Avenue; thence south on Monitor Avenue to Montrose Avenue; thence east on Montrose Avenue to Laramie Avenue; thence south on Laramie Avenue to Warwick Avenue; thence east on Warwick Avenue to Leclaire Avenue; thence north on Leclaire Avenue to Grace Street; thence east on Grace Street to the C. & N.W. R.R.; thence north on the C. & N.W. R.R. to Irving Park Road; thence east on Irving Park Road to Tripp Avenue; thence north on Tripp Avenue to Montrose Avenue; thence east on Montrose Avenue to Elston Avenue; thence northwesterly on Elston Avenue to Kostner Avenue; thence north on Kostner Avenue to Lawrence Avenue; thence west on Lawrence Avenue to Cicero Avenue; thence north on Cicero Avenue to the place of beginning.

4 59. THE FORTY SIXTH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of Lake Michigan and W. Lawrence Drive extended; thence west on Lawrence Drive extended Lawrence Drive and Lawrence Avenue to Clarendon Avenue; thence south on Clarendon Avenue to Leland Avenue; then west on Leland Avenue to Racine Avenue; thence north on Racine Avenue to Lawrence Avenue; thence west on Lawrence Avenue to Clark Street; thence south on Clark Street to Wilson Avenue; thence west on Wilson Avenue to Ashland Avenue; thence south on Ashland Avenue to Addison Street; thence east on Addison Street to Southport Avenue; thence north on Southport Avenue to Grace Street; thence east on Grace Street to Sheffield Avenue; thence south on Sheffield Avenue to Addison Street; thence east on Addison Street to Halsted Street; thence south on Halsted Street to Cornelia Avenue; thence east on Cornelia Avenue and Cornelia Avenue extended to Lake Michigan; thence north along Lake Michigan to the place of beginning.

4 60. The FORTY SEVENTH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of West Foster Avenue and North Clark Street; thence west on Foster Avenue to the C. & N.W. R.R.; thence south on the C. & N.W. R.R. to Winnemac Avenue; thence west on Winnemac Avenue to Winchester Avenue; thence north on Winchester Avenue to Foster Avenue; thence west on Foster Avenue to Western Avenue; thence south on Western Avenue to Wilson Avenue; thence west on Wilson Avenue to North Branch Chicago River; thence southerly on the North Branch Chicago River to Belmont Avenue; thence east on Belmont Avenue to Western Avenue; thence north on Western Avenue to Roscoe Street; thence east on Roscoe Street to Oakley Avenue; thence south on Oakley Avenue to School Street; thence east on School Street to the C. & N.W. R.R.; thence north on the C. & N.W. R.R. to Roscoe Street; thence east on Roscoe Street to Ashland Avenue; thence north on Ashland Avenue to Wilson Avenue; thence east on Wilson Avenue to Clark Street; thence north on Clark Street to the place of beginning.

4 61. The FORTY EIGHTH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of Lake Michigan and W. Granville Avenue; thence west on Granville Avenue to Broadway Avenue; thence south on Broadway Avenue to Thorndale Avenue; thence west on Thorndale Avenue to Magnolia Avenue; thence north on Magnolia Avenue to Elmdale Avenue; thence west on Elmdale Avenue to Glenwood Avenue; thence north on Glenwood Avenue to Hood Avenue; thence west on Hood Avenue to Clark Street; thence south on Clark Street to Ridge Boulevard; thence southeast on Ridge Boulevard

to Victoria Street; thence west on Victoria Street to Clark Street; thence south on Clark Street to Lawrence Avenue; thence east on Lawrence Avenue to Racine Avenue; thence south on Racine Avenue to Leland Avenue; thence east on Leland Avenue to Clarendon Avenue; thence north on Clarendon Avenue to Lawrence Avenue; thence east on Lawrence Avenue to Lawrence Drive and Lawrence Drive extended to Lake Michigan; thence north on Lake Michigan to the place of beginning.

4 62. The FORTY NINTH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of the North City Limits and Lake Michigan; thence west on the North City Limits to Ridge Boulevard; thence southeast on Ridge Boulevard to Touhy Avenue; thence east on Touhy Avenue to Wolcott Avenue; thence south on Wolcott Avenue to Estes Avenue; thence west on Estes Avenue to Damen Avenue; thence south on Damen Avenue to Greenleaf Avenue; thence east on Greenleaf Avenue to Wolcott Avenue; thence south on Wolcott Avenue to Lunt Avenue; thence west on Lunt Avenue to Ridge Boulevard; thence southeast on Ridge Boulevard to Farewell Avenue; thence east on Farewell Avenue to Wolcott Avenue; thence south on Wolcott to Pratt Boulevard; thence east on Pratt Boulevard to Ravenswood Avenue; thence north on Ravenswood Avenue to Farewell Avenue; thence east on Farewell Avenue to Clark Street; thence south on Clark Street to Pratt Boulevard; thence east on Pratt Boulevard to Ashland Avenue; thence south on Ashland Avenue to Schreiber Avenue; thence west on Schreiber Avenue to Clark Street; thence south on Clark Street to Hood Avenue; thence east on Hood Avenue to Glenwood Avenue; thence south on Glenwood Avenue to Elmdale Avenue; thence east on Elmdale Avenue to Magnolia Avenue; thence south on Magnolia Avenue to Thorndale Avenue; thence east on Thorndale Avenue to Broadway Avenue; thence north on Broadway Avenue to Granville Avenue; thence east on Granville to Lake Michigan; thence north on Lake Michigan to the place of beginning.

4 63. The FIFTIETH WARD shall be all that portion of the City bounded as follows:

Beginning at the intersection of North Ridge Boulevard and the North City Limits; thence west and south along the City Limits to the intersection of Devon Avenue and Kedzie Avenue; thence west on Devon Avenue to the North Shore Channel; thence south on the North Shore Channel to Lincoln Avenue; thence southeast on Lincoln Avenue to Kedzie Avenue; thence north on Kedzie Avenue to Hood Avenue; thence east on Hood Avenue to Whipple Street; thence south on Whipple Street to Peterson Avenue; thence east on Peterson Avenue to Mozart Avenue; thence north on Mozart Avenue to Glenlake Avenue; thence east on Glenlake Avenue to Talman Avenue; thence north on Talman Avenue to Granville Avenue; thence east on Granville Avenue to Campbell Avenue; thence north on Campbell Avenue to Rosemont Avenue; thence east on Rosemont Avenue to Western Avenue; thence south on Western Avenue to Peterson Avenue; thence east on Peterson Avenue to Clark Street; thence north on Clark Street to Schreiber Avenue; thence east on Schreiber Avenue to Ashland Avenue; thence north on Ashland Avenue to Pratt Boulevard; thence west on Pratt Boulevard to Clark Street; thence north on Clark Street to Farewell Avenue; thence west on Farewell Avenue to Ravenswood Avenue; thence south on Ravenswood Avenue to Pratt Boulevard; thence west on Pratt Boulevard to Wolcott Avenue; thence north on Wolcott Avenue to Farewell Avenue; thence west on Farewell Avenue to Ridge Boulevard; thence north on Ridge Boulevard to Lunt Avenue; thence east on Lunt Avenue to Wolcott Avenue; thence north on Wolcott Avenue to Greenleaf Avenue; thence west on Greenleaf Avenue to Damen Avenue; thence north on Damen Avenue to Estes Avenue; thence east on Estes Avenue to Wolcott Avenue; thence north on Wolcott Avenue to Touhy Avenue; thence west on Touhy Avenue to Ridge Boulevard; thence north on Ridge Boulevard to the place of beginning.

Section 4-64. For the purpose of more definitely fixing the boundaries of said wards of the City, there is attached hereto an outline map of the City showing the boundaries of said wards as hereinbefore described and the same is made a part of this Code.

SECTION 2. This ordinance shall take effect upon its passage.

MISCELLANEOUS BUSINESS.

Time Fixed for Next Succeeding Regular Meeting.

By unanimous consent Alderman Frost thereupon presented a proposed ordinance which reads as follows:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the next succeeding regular meeting of the City Council of the City Chicago to be held after the regular meeting held on Thursday, the twelfth (12th) day of November, 1981, at 11:00 A.M. be and the same is hereby fixed to be held on Monday, the thirtieth (30th) day of November, 1981, at 10:00 A.M., in the Council Chamber in the City Hall.

SECTION 2. This ordinance shall take effect and be in full force from and after its passage.

On motion of Alderman Frost, the foregoing proposed ordinance was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Carothers, Davis, Hagopian, Kuta, Gabinski, Mell, Frost, Marcin, Farina, Casey, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone-49.

Nays--None.

ADJOURNMENT.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Monday, November 30, 1981, at 10:00 A.M. in the Council Chamber in City Hall.



WALTER S. KOZUBOWSKI,
City Clerk.