Certificate Number 24130

STATE OF ILLINOIS

OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

I, EDWARD J. HUGHES, Secretary of State of the State of Illinois, do hereby certify that the following and hereto attached is a true photostatic copy of the Articles of Incorporation of "THE SWEDISH CLUB OF CHICAGO".

the original of which is now on file and a matter of record in this office.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, Done at the City of Springfield, this 15th day of June A.D. 19 40.

Edward J. Hughes

SECRETARY OF STATE.

Certificate Number 6618

STATE OF ILLINOIS

OFFICE OF

THE SECRETARY OF STATE



To all to whom these Presents Shall Come, Greeting:

Whereas, a CERTIFICATE, duly signed and acknowledged has been filed in the Office of the Secretary of State on the 13th day of August A.D. 19 23 for the organization of the

"THE SWEDISH CLUB OF CHICAGO"

under and in accordance with the provisions of "AN ACT CONCERNING CORPORATIONS" approved April 18 1872 and in force July 1 1872 and all acts amendatory thereof a copy of which certificate is hereto attached.

Now, Therefore, I, LOUIS L. EMMERSON, Secretary of State of the State of Illinois, by virtue of the powers and duties vested in me by law do hereby certify that the said

"THE SWEDISH CLUB OF CHICAGO"

is a legally organized Corporation under the laws of this State.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois. Done at the City of Springfield this 13th day of August A.D. 19 23 and of the Independence of the United States the one hundred and 48th.

LOUIS L. EMMERSON

SECRETARY OF STATE

SEAL

CERTIFICATE FOR CORPORATION NOT FOR PECUNIARY PROFIT Form No. 685 Printed and for sale by the Chicago Legal News Co.

STATE OF ILLINOIS
Cook County, } ss.

PAID FEE $10
AUG 13 1923
$10 — RBP

To LOUIS L. EMMERSON, Secretary of State:

We, the undersigned, C. E. Carson, Edward L. Jarl and O. C. Nylund

citizens of the United States, propose to form a corporation under an Act of the General Assembly of the State of Illinois, entitled, "An Act concerning Corporations," approved April 18, 1872, and all acts amendatory thereof; and for the purpose of such organization we hereby state as follows, to-wit:

1. The name of such corporation is "THE SWEDISH CLUE of CHICAGO,"

2. The object for which it is formed is to preserve Swedish Language, Customs, Song, Music, Art and Industry; to promote Social Intercourse; to maintain a Club House and Library.

3. The management of the aforesaid shall be vested in a board of Ton Directors.

4. The following persons are hereby selected as the Directors to control and manage said corporation for the first year of its corporate existence, viz:

NAME	ADDRESS NUMBER	STREET	CITY	STATE
C. E. CARSON	601	LaSalle	Chicago	Ill
EDWARD L. JARL	135	W. Washington	Chicago	
O. C. NYLUND	1635	Granville Ave	Chicago	Ill.
John E. Ericksson	123	W. Madison St	"	"
Henric Ahnstrom	813	Buena Ave	"	"
Marcus Gustavson	332	So. Michigan Ave.	"	"
Thure Johansen	St. Charles,		Illinois	
Edward A. Linn	3419	N. Clark Street	"	"
Walter Peterson	6029	Eberhart Ave	"	"
Chas. S. Peterson	523	Plymouth Court	"	"

5. The location is in the city of Chicago in the county of Cook in the State of Illinois, and the post office address of its business office is at No. 1258 N. La Salle Street, in the said city of Chicago

SIGNED,

C. E. Carson
Edward L. Jarl
O. C. Nylund

(005)

STATE OF ILLINOIS,
Cook County, } SS.

I, M. J. RYAN a Notary Public in and for the County and State aforesaid, do hereby certify that on this first day of August A. D. 1923, personally appeared before me C. E. CARSON, EDWARD L. JAIL and O. C. NYLUND

to me personally known to be the same persons who executed the foregoing certificate, and severally acknowledged that they had executed the same for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year above written.

John J. Ryan
Notary Public.

(SEAL HERE)

1923.

The "CHICAGO CLUB OF CHICAGO,"

Location 1200 W. LaSalle Street, Chicago, Illinois.

CERTIFICATE.

NOTE.—"The Constitution provides that all Fees shall be paid in advance into the State Treasury."

FEE $10.00.

That all societies, corporations and associations not for pecuniary profit, hereafter organized under the laws of the State of Illinois, shall pay to the Secretary of State before there shall issue a certificate of incorporation, a fee of $10.00.

—Chap. 53 § 10d, Hurd's Revised Statutes of Illinois

Printed and for sale by the Chicago Legal News Co.

AMENDED
BY-LAWS OF THE
SWEDISH CLUB OF CHICAGO
JANUARY 21, 1982

ARTICLE I

NAME

Section 1. The corporate name of this organization shall be "The Swedish Club of Chicago."

ARTICLE II

OBJECTS

Section 1. The objects of this Club shall be: To preserve through social, fraternal and educational activities the Swedish language, customs, song, music, art and industry, to encourage sports and to promote good fellowship and generally to secure to its members and their families the benefits of cooperation in their social, cultural and athletic life.

ARTICLE III

MEMBERSHIP

CLASSIFICATION OF MEMBERSHIP

Section 1. Membership shall be in seven classes: (1) Resident, (2) Regular, (3) Associate, (4) Non-Resident, (5) Junior, (6) Dues-Exempt Resident, (7) Honorary and (8) Courtesy.

Seibert, Daniels and Marino
Attorneys at Law
77 W. Washington Street..Chicago, Illinois 60602
Telephone Central 6-2426

WILLIAM R. SEIBERT, DEC'D.
J. EDGAR DANIELS
HERMAN J. MARINO

September 21, 1984

By Courier

Ms. Nancy Snow
Title Services, Inc.
531 East Roosevelt Road
P. O. Box 430
Wheaton, Illinois 60189-0430

Re: Swedish Club of Chicago, Inc.
To
Higgenbottom

Your File No. C-3252

Dear Ms. Snow:

Please be advised that this office represents the Swedish Club of Chicago, Inc., relative to the sale of the real estate commonly known as 1258 North LaSalle Street, Chicago, Illinois, to Mr. Elzie L. Higgenbottom.

Reference is made to your Title Commitment No. C-3252 dated September 10, 1984. The purpose of this letter is to summarize the manner in which the Seller intends to comply with the requirements of the contract for the sale of real estate dated November 29, 1983. As you may be aware, the contract does not obligate the Seller to use a title company other than Chicago Title & Trust Co., Inc. I have previously indicated to the Purchaser's legal counsel that we are willing to consent to the Purchaser's use of an alternative title company provided that the documentation for clearance of the various exceptions on the Title Commitment issued by the Chicago Title & Trust is also acceptable to Title Services, Inc. Below please find a summary of how we are able or intend to comply with the exceptions noted in your Title Commitment:

1. Exception 1. We have been given assurances that the entitlement for the real estate tax exemption for 1983 and prior years can be substantiated through an affidavit signed by any officer of the club stating under oath that the use and purposes of the Club property have not changed since the prior year. Enclosed please find an affidavit which will be used for this purpose.

2. Exception 2. Release. A pay-off letter from Mid-America Federal Saving & Loan Assoc., Inc. to be provided at closing, with pay-off made out of closing proceeds.

3. Exception 3. It is my understanding that this action relates to violations relative to the water pump system on the subject premises. I filed an appearance in this matter sometime in November or December, 1983, but am aware of no further proceedings. It is my understanding that the problems summarized in the violation report can be easily rectified.

4. Exception 4. A release of judgment has previously been filed on this matter, a duplicate copy of which is enclosed herewith.

5. Exception 5. This amount is to be paid out of closing proceeds. The satisfaction of judgment or other release will be provided at closing.

6. Exception 7. A certificate of good standing has been previously requested from the Secretary of State and will be provided at closing, along with the appropriate corporate resolutions as required by the contract for sale.

7. Exception 8. We would like the transfer taxes to be paid out of the closing proceeds.

8. Exception 9. The necessary certificates will be obtained by this office and surrendered at closing.

9. Exception 10, 11, 12 & 13. We are not aware of any documentation which is needed by the Sellers to delete these exceptions. Please advise this office of any documentation which you feel may be required.

10. Exception 14. I had been previously informed by the Board of Directors of the Swedish Club that this judgment had been satisfied previously. To the extent that this is not the case, this judgment will have to be satisfied out of the closing proceeds.

As you may be aware, the conditions to the contract for the sale of real estate require the Seller to provide extended coverage deleting general Exceptions 1 through 5, inclusive. The requirements of Chicago Title & Turst were followed to obtain letters releasing any claims to easement or rights of way by the following utilities pursuant to the letters, copies of which are enclosed:

1. Metropolitan Sanitary District of Greater Chicago (July 17, 1984)
2. Board of Underground City of Chicago, Department of Public Works, Bureau of Engineering (July 17, 1984)
3. City of Chicago, Bureau of Electricity (July 19, 1984)
4. Peoples Gas, Light and Coke Company (July 20, 1984)
5. Bureau of Forestry, Parkways and Beautification (July 23, 1984)
6. Chicago Transit Authority (July 23, 1984)
7. Bureau of Traffic, Engineering and Operations (July 24, 1984)
8. Illinois Bell (July 23, 1984)
9. Bureau of Street Traffic (July 23, 1984)
10. Western Union Telephone Co. (July 19, 1984)
11. Board of Underground Chicago Park District (July 27, 1984)
12. Commonwealth Edison (August 3, 1984)
13. Department of Water, City of Chicago (July 20, 1984)
14. Department of Sewers (July 18, 1984)

It is my understanding that these letters will be sufficient to comply with the Seller's requirement to specifically waive or establish a non-existance of rights of public or quasi-public utilities, if any, in the land, with the possible exception of the letter of the letter from the Department of Sewers. Should my understanding be incorrect, please contact this office immediately.

I kindly ask that you review the enclosed documents and this letter and provide this office with a summary for any additional documentation that is required to delete Exceptions 1 through 14 in your Title Commitment, and to provide a Title Commitment complying with the contract for sale.

Yours very truly,

SEIBERT, DANIELS & MARINO

by:_____
Herman J. Marino

HJM/cas

Enclosures

cc: Mr. Ken Jacobson
Attorney at Law
One First National Plaza
Chicago, IL 60602

bcc: Mr. Albin R. Anderson, Jr.
President
The Swedish Club of Chicago, Inc.
Portable Tool
3425 S. Busse Road
Mt. Prospect, IL 60056

CHICAGO TITLE INSURANCE COMPANY - ILLINOIS FORM 8*

Real Estate Sale Contract

1. Elzie L. Higginbottom or his assigns (Purchaser)
agrees to purchase at a price of $ 1,900,000.00 on the terms set forth herein, the ~~following described real estate~~ land
in Cook County, Illinois, legally described on Exhibit A
attached hereto and made a part hereof

commonly known as 1258 North LaSalle Street, Chicago, IL 60610 containing approximately 39,766 sq.ft. ~~more or less~~, together with the ~~following~~ ~~property~~ presently located thereon:

buildings, other improvements, parking lot and fixtures pertaining thereto which are (said land, buildings, other improvements, parking lot and fixtures being hereinafter referred to as the "real estate").

2. Swedish Club of Chicago, a corporation (Seller)
agrees to sell the real estate ~~and the property described above, if any~~, at the price and terms set forth herein, and to convey or cause to be conveyed to Purchaser or nominee title thereto by a recordable General Warranty deed, with release of homestead rights, if any, ~~and a proper bill of sale~~ of record
subject only to: (a) covenants, conditions and restrictions of record; (b) ~~party~~ ~~public~~ and utility easements ~~and roads and highways, if any~~; ~~party wall rights and agreements, if any~~; (d) ~~existing leases and tenancies (as listed in Schedule A attached)~~; (e) ~~special taxes or assessments for improvements not yet completed~~; (f) ~~installments not due at the date hereof of any special assessment for improvement heretofore completed~~; (g) ~~mortgage or trust deed specified below, if any~~; (h) general taxes ~~for the year _____ and subsequent years including taxes which may accrue by reason of new or additional improvements during the year(s) _____ and~~ due and payable after closing date
*which are approved by Purchaser's attorneys, which approval shall not be unreasonably withheld after delivery of the title commitment hereinafter described

3. Purchaser has paid $ 20,000 (initial) as earnest money** to be applied on the purchase price, and agrees to pay or satisfy the balance of the purchase price, ~~plus or minus prorations,~~ at the time of closing as follows: ~~(strike language and subparagraphs not applicable)~~
(in the manner provided in paragraph R-1 of the Rider attached hereto
~~(a) The payment of $ _____~~ Seller is not selling and Purchaser is not purchasing any personal property located at the real estate and all such personal property shall be removed by Seller, at Seller's sole cost and expense, prior to closing.

~~(b) The payment of $ _____ and the balance payable as follows:~~

to be evidenced by the note of the purchaser (grantee), providing for full prepayment privileges without penalty, which shall be secured by a part-purchase money mortgage (trust deed), the latter instrument and the note to be in the form hereto attached as Schedule B, or, in the absence of this attachment, the forms prepared by _____ and identified as Nos. _____,** and by a security agreement (as to which Purchaser will execute or cause to be executed such financing statements as may be required under the Uniform Commercial Code in order to make the lien created thereunder effective), and an assignment of rents, said security agreement and assignment of rents to be in the forms appended hereto as Schedules C and D. Purchaser shall furnish to Seller an American Land Title Association loan policy insuring the mortgage (trust deed) issued by the Chicago Title Insurance Company.

(**If a Schedule B is not attached and the blanks are not filled in, the note shall be secured by a trust deed, and the note and trust deed shall be in the forms used by the Chicago Title and Trust Company.)

(c) The acceptance of the title to the real estate by Purchaser subject to a mortgage or trust deed of record securing a principal indebtedness (which the Purchaser [does] [does not] agree to assume) aggregating $ _____ bearing interest at the rate of _____% a year, and the payment of a sum which represents the difference between the amount due on the indebtedness at the time of closing and the balance of the ~~purchase price~~.

4. Seller, at his own expense, agrees to furnish Purchaser a ~~current~~ plat of survey of the above real estate made, and so certified by the surveyor as having been made, in compliance with the Illinois Land Survey Standards, dated on or after the date of the Closing Date Election (hereinafter defined) as provided in paragraph R-2 of the Rider attached hereto.

5. The time of closing shall be on _____ or on the date, if any, to which such time is extended by reason of paragraph 2 of the Conditions and Stipulations hereafter becoming operative (whichever date is later), unless subsequently mutually agreed otherwise, at the office of Chicago Title & Trust Company or of the mortgage lender, if any, provided title is shown to be good or is accepted by the purchaser. Provided the Buyer Election (hereinafter defined) is made, the time of closing shall be on the date established pursuant to Purchaser's Closing Date Election.

6. ~~Seller agrees to pay a broker's commission to~~ Cosmopolitan Realty & Investment Group ~~in the amount set forth in the broker's listing contract (or as follows)~~

7. The Earnest Money shall be held by Seller until deposit into the escrow described in paragraph 6 of the Conditions and Stipulations (sometimes referred to hereinafter as "Conditions") for the mutual benefit of the parties. Thereafter, and provided, the Buyer Election is made, the Initial Earnest Money and the Second Earnest Money shall be held by the escrowee pursuant to paragraph 6 of the Conditions.

8. Seller warrants that Seller, its beneficiaries or agents of Seller or of its beneficiaries have received no notices from any city, village or other governmental authority of zoning, building, fire or health code violations in respect to the real estate that have not been heretofore corrected.

9. A duplicate original of this contract, duly executed by the Seller and his spouse, if any, shall be delivered to the Purchaser within 2 days from the date hereof, otherwise, at the Purchaser's option, this contract shall become null and void and the earnest money shall be refunded to the Purchaser for the mutual benefit of the parties hereto.

This contract is subject to the Conditions and Stipulations set forth on the back page hereof, which Conditions and Stipulations are made a part of this contract.

Dated August 2, 1983

Purchaser Elzie L. Higginbottom

~~Purchaser~~ _____

Seller Swedish Club of Chicago

~~Seller~~ By: _____

Date of Seller's Acceptance: August, 198

(Address) ELH Properties, Inc.
5496 S. Hyde Park Boulevard
~~Address~~ Chicago, Illinois 60615

(Address) 1258 North LaSalle Street
~~Address~~ Chicago, Illinois 60610

*Form normally used for sale of property improved with multi-family structures of four or more units or of commercial or industrial properties.

CONDITIONS AND STIPULATIONS

with an extended coverage endorsement deleting general exceptions 1-5, inclusive

ALTA Form B

1. Seller shall deliver or cause to be delivered to Purchaser or Purchaser's agent, not less than 10 days prior to the time of closing, the plat of survey (if one is required to be delivered under the terms of this contract) and a title commitment for an owner's title insurance policy issued by the Chicago Title Insurance Company in the amount of the purchase price, covering title to the real estate on or after the date hereof, showing title in the intended grantor subject only to ~~(a) the general exceptions contained in the policy~~ (a) the title exceptions set forth above, and (b) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which ~~may~~ shall be removed by the payment of money at the time of closing and which the Seller may so remove at that time by using the funds to be paid upon the delivery of the deed (all of which are herein referred to as the permitted exceptions). The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated. Seller also shall furnish Purchaser an affidavit of title in customary form covering the date of closing and showing title in Seller subject only to the permitted exceptions in foregoing items (a) and (b) and unpermitted exceptions or defects in the title disclosed by the survey, if any, as to which the title insurer commits to extend insurance in the manner specified in paragraph 2 below.

2. If the title commitment or plat of survey (if one is required to be delivered under the terms of this contract) discloses either unpermitted exceptions or survey matters that render the title unmarketable (herein referred to as "survey defects"), Seller shall have 30 days from the date of delivery thereof to have the exceptions removed from the commitment or to correct such survey defects or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions or survey defects, and, in such event, the time of closing shall be 35 days after delivery of the commitment or the time expressly specified in paragraph 5 on the front page hereof, whichever is later. If Seller fails to have the exceptions removed or correct any survey defects, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions or survey defects within the specified time, Purchaser may terminate this contract or may elect, upon notice to Seller within 10 days after the expiration of the 30-day period, to take as it then is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount. If Purchaser does not so elect, this contract shall become null and void without further action of the parties.

3. Rents, premiums under assignable insurance policies, water and other utility charges, fuels, prepaid service contracts, general taxes, ~~accrued interest on mortgage indebtedness, if any~~, and other similar items shall be adjusted ratably as of the time of closing. If the amount of the current general taxes is not then ascertainable, the adjustment thereof ~~except for that amount which may accrue by reason of new or additional improvements~~ shall be on the basis of the amount of the most recent ascertainable taxes. ~~The amount of any general taxes which may accrue by reason of new or additional improvements shall be adjusted as follows:~~ if Purchaser elect to accept an assignment thereof and reprorated upon issuance of the final tax bills therefor.

All prorations are final unless provided otherwise herein. ~~Existing leases and~~ assignable insurance policies, if any, shall then be assigned to Purchaser if Purchaser elects to accept an assignment. Seller shall pay the amount of any stamp tax imposed by State law on the transfer of the title, and shall furnish a completed Real Estate Transfer Declaration signed by the Seller or the Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois, and shall furnish any declaration signed by the seller or the seller's agent or meet other requirements as established by any local ordinance with regard to a transfer or transaction tax. Such tax required by local ordinance shall be paid by the Purchaser.

4. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this contract. see paragraph R-11 on the Rider attached hereto

5. If this contract is terminated without Purchaser's fault, the earnest money shall be returned to the Purchaser, but if the termination is caused by the Purchaser's fault, then ~~at the option of the Seller and~~ upon notice to the Purchaser, the earnest money shall be forfeited to the Seller and applied first to payment of Seller's expenses and then to payment of broker's commission; the balance, if any, to be retained by the Seller as liquidated damages. * (except with respect to termination pursuant to the Termination Election) 10 days , as Seller's sole and exclusive remedy

6. ~~At the election of Seller or Purchaser upon notice to the other party not less than 5 days prior to the time of closing~~, this sale shall be closed through an escrow with Chicago Title and Trust Company, in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then in use by Chicago Title and Trust Company, with such special provisions inserted in the escrow agreement as may be required to conform with this contract. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of purchase price and delivery of deed shall be made through the escrow and this contract and the earnest money shall be deposited in the escrow. The cost of the escrow shall be divided equally between Seller and Purchaser. *(Strike paragraph if inapplicable.)* Provided the Buyer Election is made the making of the Termination Election (hereinafter defined) or by all by Seller in the case of the Initial Earnest Money and by Purchaser in the case of the Second Earnest Money

The escrow shall be established by the attorneys for the parties hereto within the 10 day period following the making of the Buyer Election and

7. Time is of the essence of this contract.

8. Any payments herein required to be made at the time of closing shall be by certified check or cashier's check payable to Seller cash except the Initial Earnest Money has been paid by personal check or wire transfer funds which are the equivalent to cash **

9. All notices herein required shall be in writing and shall be served on the parties at the addresses following their signatures. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service.

10. The Rider attached hereto is hereby made a part hereof.

* With respect to termination pursuant to Termination Election by Purchaser's fault prior to the giving of the notices specified in paragraph R-3(a) the term "earnest money" as used and defined in the preceeding sentence shall be deemed to refer only to the Initial Earnest Money.

** Copies of the notices to Purchaser shall be sent to: Katten, Muchin, Zavis, Pearl & Galler; East Monroe Street, Chicago, Illinois 60603; Attention: Howard M. Richard and Kenneth M. Jacobson (346-7400) and copies of notices to Seller shall be sent to: Siebert & Daniels, 77 West Washington Street, Chicago, Illinois 60602 Attention: J. Edgar Daniels.

(ii) Elect to consummate this transaction ("Buyer Election"). The failure of Purchaser to notify Seller of the Termination Election or Buyer Election prior to the last day of the Analysis Period shall be deemed to be a Termination Election.

(b) In the event that Purchaser shall make the Buyer Election, Seller and Purchaser shall open the escrow described in paragraph 6 of the Conditions and Purchaser shall have the right by notice given at any time during the 180 day period commencing on the day following the making of the Buyer Election ("Phase II Period") to designate a closing date which closing date shall, subject to the provisions of paragraph 2 of the Conditions and the full and prompt performance by Seller hereunder, be on the 45th day following the date of the Closing Date Election.

R-4. (a) In the event of any conflict between the terms of this Rider and the main body of the contract to which this Rider is attached, the terms of this Rider shall prevail.

(b) In the event a date for performance shall fall on a Saturday, Sunday or federal or state holiday, the date for performance shall extend to the following business day.

(c) Elzie L. Higginbottom shall have the right to assign the contract to any person without the consent of Seller.

(d) All covenants, agreements, representations and warranties contained herein shall survive the closing and delivery of the deed thereunder.

(e) The Real Estate Sale Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, executors, personal representatives and assigns.

R-5. (a) The escrowee of the escrow described in paragraph 6 of the Conditions shall be instructed by Seller and Purchaser to invest the earnest money and other monies deposited by Purchaser in investments acceptable to Purchaser and all interest earned thereon shall be paid to Purchaser at closing. Purchaser shall pay any investment fee for such investment.

(b) The escrow instructions may be executed by the attorneys for the parties hereto and the execution hereof shall be deemed to authorize the respective attorneys for the parties hereto to execute the escrow agreement required pursuant to paragraph 6 of the Conditions and all amendments thereto.

R-6. (a) Seller represents and warrants now and as of the closing that:

Seller is a duly organized and validly existing corporation under the laws of the State of Illinois and is in good standing under the laws of the State of Illinois and that all necessary corporate action required for the execution of this contract and the performance of Seller hereunder has been taken.

(b) The execution of this contract and the performance hereunder of Seller will not breach, contravene, violate or conflict with any agreement to which Seller is a party.

(c) Seller has not entered into or granted any leases, licenses, contracts to sell, options to sell or options to lease the real estate, any portion thereof, or interest therein other than this contract.

(d) Seller has entered into no service contracts pertaining to the real estate which require more than 30 days notice of cancellation. If Purchaser elects to assume any service contracts and if such contracts are assignable, Seller shall assign such contracts to Purchaser at closing, by an assignment in form acceptable to Purchaser and shall deliver, not less than ten days prior to closing copies of all service contracts and the originals thereof shall be delivered to Purchaser at closing.

R-7. In addition to any other document or instrument required to be given by Seller hereunder, at closing, Seller shall deliver the following:

(a) A copy of Seller's Articles of Incorporation certified by the Secretary of State of the Seller's State of incorporation;

(b) A certificate of good standing from the Secretary of State of Illinois;

(c) Resolutions of the Board of Directors of the Seller certified by an authorized officer of the Seller authorizing this transaction and Seller's performance hereunder;

(d) UCC, tax lien, judgment and bankruptcy searches ("Searches") dated not earlier than the fifth day preceeding the closing date from the title insurer or Illinois Code Company indicating the existence of no security interests, pledges, judgments or petitions in bankruptcy by, against or relating to Seller or the real estate ("Unpermitted Actions");

(e) A certificate signed by a duly authorized officer of Seller remaking, as of the closing, the representations and warranties of Seller set forth in this contract; and

(f) Possession of the real estate together with all keys to the real estate.

R-8. In the event all or any portion of the real estate is registered with the Registrar of Titles of Cook County, Illinois under the so-called Torrens system of land registration, then, in addition to any other documents or instruments required of Seller hereunder, Seller shall deliver the following to Purchaser:

(a) Within ten days of Seller's acceptance hereof, Seller shall deliver to Purchaser a photocopy of the owners duplicate certificate of title issued by the Registrar of Titles.

(b) Not later than the tenth day preceeding the closing date Seller shall deliver a tax and special assessment search prepared by the Office of the Registrar of Titles dated not earlier than the date of the Closing Date Election; and

(c) At closing, Seller shall deliver the owner's duplicate certificate of title relating to the registered property together with the required duplicate deeds.

R-9. Seller covenants and agrees to use the real estate only in the ordinary course. From and after the date of the Searches, Seller shall not suffer, tolerate or permit any Unpermitted Action.

R-10. Purchaser and Purchaser's agents, employees, representatives, mortgagees, prospective lenders and independent contractors retained by Purchaser shall have the right, prior to closing, from time to time, upon reasonable notice, to enter upon, examine, test and inspect the real estate at reasonable times. In addition to the right of inspection set forth in the preceeding sentence, Purchaser and Purchaser's agents, employees, representatives, mortgagees, prospective lenders and independent contractors retained by Purchaser shall have the right to inspect the real estate at any time during the 72 hour period preceeding the date of closing and on the date of closing.

R-11. Seller shall deliver the real estate to Purchaser at closing in the same condition as at the date hereof, ordinary wear and tear excepted. As provided in paragraph 4 of the Conditions, the Uniform Vendor and Purchaser Risk Act shall apply to this transaction, provided, however, that Purchaser shall have the right, at his option, to be exercised in writing within 15 days after the casualty or the filing of a petition for condemnation, to proceed with the purchase of the real estate, notwithstanding damage to or condemnation of the real estate prior to closing, and if Purchaser elects to so proceed with the purchase, all insurance proceeds resulting from such damage or condemnation awards resulting from such condemnation, together with the right to adjust or negotiate the amount of such proceeds or award, shall be assigned to Purchaser. If Purchaser so elects to proceed with the purchase, no reduction shall be made in the purchase price.

DATE OF SELLER'S ACCEPTANCE: _____, 1983

SELLER:

SWEDISH CLUB OF CHICAGO

By: _____

PURCHASER:

X Elzie Higginbottom

Elzie L. Higginbottom

RIDER ATTACHED TO AND MADE A PART OF THAT CERTAIN
REAL ESTATE SALE CONTRACT BETWEEN
ELZIE L. HIGGINBOTTOM ("PURCHASER") AND
THE SWEDISH CLUB OF CHICAGO ("SELLER")
FOR THE SALE AND PURCHASE OF THE
PROPERTY COMMONLY KNOWN AS 1258 NORTH LASALLE STREET
CHICAGO, ILLINOIS 60610

R-1. The purchase price of $1,900,000 shall be paid in the following manner:

(a) Purchaser has heretofore deposited the sum of $20,000 in the form of a personal check payable to Seller being the Initial Earnest Money and Seller, by its execution hereof, acknowledges receipt thereof;

(b) A payment of $180,000 by deposit into the escrow described in paragraph 6 of the Conditions and Stipulations ("Second Earnest Money") (the Initial Earnest Money and Second Earnest Money are herein sometimes collectively referred to as the "earnest money") at the time specified in paragraph 6 of the Conditions for the establishment of said escrow; and

(c) A payment, at closing, of $1,700,000, plus or minus prorations and closing adjustments.

R-2. At least 10 days prior to closing, Seller shall deliver three (3) copies of a current (dated on or after the date of the Closing Date Election) plat of survey of the real estate reasonably acceptable to Purchaser and made and certified to Purchaser, Purchaser's mortgagee, if any, and the Title Insurer by the surveyor as having been made in compliance with Illinois Land Survey standards and American Land Title Association requirements for full extended coverage owner's title insurance. Said survey shall locate all improvements on the real estate, set forth the common street address, show access to public roads or ways, show all encroachments, if any, and show, locate and describe all visible or recorded easements and building lines. All recorded easements shall be identified by the applicable recording information. Said survey shall contain the express certification that, except as specifically noted, there are no encroachments of lot or building lines, or obstructed easements. The legal description on the survey shall coincide exactly with that on the title commitment to be furnished by Seller.

R-3. (a) Purchaser shall have the right, by notice given at any time during the 180 day period ("Analysis Period") following the date of Seller's acceptance hereof, to elect to either:

(i) Terminate ("Termination Election") this contract, in which event, Seller shall be entitled to retain the Initial Earnest Money as liquidated damages and not as a penalty, which retention shall be Seller's sole and exclusive remedy and this contract shall be null, void and of no force and effect; or

EXHIBIT A

Lots 1 to 5 inclusive, in DICKINSON, MULLER AND McKINLAY'S SUBDIVISION of Sub Lot 21 in the Resubdivision of Lot 43 (except the North 120 feet, thereof) and of Sub Lots 1 to 21 inclusive of the Subdivision of Lots 44, 47, 48, 57 and 58 in BRONSON'S ADDITION TO CHICAGO, and of the East 101 feet, of Lots 59 and 80 in said Bronson's Addition (except, however, that part of said premises lying between the West line of LaSalle Street, and a line 14 feet West of and parallel with the West line of North LaSalle Street) in Cook County, Illinois; also Lots 15, 16, 17, 18, 19 and 20 inclusive, in the Resubdivision of Lot 43 (except the North 120 feet thereof) and of Lots 1 to 21 in REEVE'S SUBDIVISION of Lots 44, 47, 48, 57 and 58 in BRONSON'S ADDITION TO CHICAGO, in Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, (excepting however, from said premises that part thereof lying between the West line of North LaSalle Street and a line 14 feet West of and parallel with the West line of North LaSalle Street, conveyed to the City of Chicago by quit claim deed dated November 19, 1931 and recorded December 22, 1931 as Document 11022266 in Cook County, Illinois.

RESOLUTION
FOR THE SALE OF CLUB REAL ESTATE
AND APPROVAL OF PRORATED CLOSING STATEMENT

WHEREAS, the Swedish Club of Chicago, Inc., (hereinafter "the Club"), is a not-for-profit corporation duly organized in the state of Illinois and in good standing;

WHEREAS, on November 2 and 29, 1983, the Board of Directors by a unanimous vote of a quorum of its members present and voting at a special meeting held pursuant to call and notice, adoped RESOLUTIONS for the sale of Club Real Estate commonly known as 1258 North LaSalle Street, Chicago, Illinois, to Elzie L. Higgenbottom for one million nine hundred thousand dollars ($1,900,000.00);

WHEREAS, on November 2 and 29, 1983, said Resolutions were approved by more than two-thirds (2/3) of the Equity Members of the Club entitled to vote at special general meetings, held pursuant to call and notice, and in compliance with Article II, Section 2(c), and Article XV, Sections 5 and 8, of the By-Laws of the Club, as amended, effective January 21, 1982;

WHEREAS, ALBIN R. ANDERSON, JR., in his capacity as duly elected President of the Club signed a Contract for the Sale of Club Real Estate to Elzie L. Higgenbottom (hereinafter "the Contract") on November 29, 1983, for a sale price of one million nine hundred thousand dollars ($1,900,000.00);

WHEREAS, pursuant to said contract, the closing of said sale has been set for October 25, 1984;

WHEREAS, the Board of Directors of the Club has been presented with and reviewed copies of closing documents necessary to complete said sale, including a PRORATED CLOSING STATEMENT, a copy of which is attached hereto and denoted as "Exhibit A".

NOW THEREFORE, RESOLVED, THAT:

A. The attached PRORATED CLOSING STATEMENT, reflecting a net amount due to the Club of $_____ is hereby ratified, approved and accepted.

B. ALBIN R. ANDERSON, JR., duly elected PRESIDENT of the Club is hereby authorized and appointed to sign, execute, acknowledge and/or deliver any and all documents necessary to complete said sale in compliance with and conformity to said contract, including, without limitation, the Deed in Trust and Agreement for Possession and Reproration of taxes.

C. The amount due the Club shall be paid to the order of the "Swedish Club of Chicago, Inc." pursuant to the instructions of ALBIN R. ANDERSON, JR., who shall be present at said closing.

DEED IN TRUST

Form 191 Rev. 11-71

The above space for recorder's use only

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, The Swedish Club of Chicago, an Illinois not-for-profit corporation of the County of COOK and State of Illinois, for and in consideration of the sum of Ten & 00/100 Dollars ($ 10.00), in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey s and Warrant s unto AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association whose address is 33 No. LaSalle Street, Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 14th day of August 1984, and known as Trust Number 61935, the following described real estate in the County of Cook and State of Illinois, to wit:

See Exhibit A attached hereto and incorporated herein.

This Instrument prepared by: Seibert, Daniels & Marino
77 W. Washington Street
Chicago, Illinois 60602

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

Full power and authority is hereby granted to said Trustee to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys to vacate any subdivision or part thereof, and to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said real estate or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said real estate or any part thereof, and to deal with said real estate and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

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

This conveyance is made upon the express understanding and conditions that neither American National Bank and Trust Company of Chicago, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgement or decree for anything it or they or its or their agents or attorneys may do or omit to do in or about the said real estate or under the provisions of this Deed or said Trust Agreement or any amendment thereto, or for injury to person or property happening in or about said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by it in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or, at the election of the Trustee, in its own name, as Trustee of an express trust and not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof). All persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

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

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

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

In Witness Whereof, the grantor aforesaid ha s hereunto set its hand and seal this 25th day of October 1984.

The Swedish Club of Chicago,
an IL not-for-profit corporation

BY: Albin R. Anderson, Jr. [SEAL]
Albin R. Anderson, Jr. Pres.

BY: [SEAL]
Bruce Olson, Secretary

STATE OF IL } ss.
COUNTY OF Cook }

I, Herman J. Marino, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Albin R. Anderson & Bruce Olson, President & Secretary, respectively, of the Swedish Club of Chicago an IL not-for-profit corporation personally known to me to be the same person s whose name are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they, on behalf of said corp. signed, sealed and delivered the said instrument as the free and voluntary act of said corp for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and notarial seal this 25th day of October A.D., 1984

Herman J. Marino
Notary Public

My commission expires June 5, 1985

This space for affixing Riders and Revenue Stamps

Document Number

American National Bank and Trust Company of Chicago
Box 221

1258 N. LaSalle St., Chicago, IL 60611
For information only insert street address of above described property.

CAUTION: Consult a lawyer before using or acting under this form. *All warranties, including merchantability and fitness, are excluded.*

STATE OF Illinois
COUNTY OF Cook } SS

The undersigned affiant, being first duly sworn, on oath says, and also covenants with and warrants to the grantee hereinafter named:

That affiant has an interest in the premises described below or in the proceeds thereof or is the grantor in the deed dated October 25, 19 84, to the American National Bank and Trust Company of Chicago, not individually but as Trustee U/A/D August 14, 1984, Trust No. 61935 grantee, conveying the following described premises:

LOTS 1 TO 5 INCLUSIVE, IN DICKINSON, MULLER AND MCKINLAY'S SUBDIVISION OF SUB-LOT 21 IN THE RESUBDIVISION OF LOT 43 (EXCEPT THE NORTH 120 FEET, THEREOF) AND OF SUB-LOTS 1 TO 21 INCLUSIVE IN THE SUBDIVISION OF LOTS 44, 47, 48, 57 AND 58 INCLUSIVE IN BRONSON'S ADDITION TO CHICAGO AND OF THE EAST 101 FEET, OF LOTS 59 AND 60 IN SAID BRONSON'S ADDITION (EXCEPT, HOWEVER, THAT PART OF SAID PREMISES LYING BETWEEN THE WEST LINE OF LASALLE STREET, AND A LINE 14 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF NORTH LASALLE STREET) IN COOK COUNTY, ILLINOIS
ALSO
LOTS 15, 16, 17, 18, 19 AND 20 INCLUSIVE, IN THE RESUBDIVISION OF LOT 43 (EXCEPT THE NORTH 120 FEET THEREOF) AND OF SUB-LOTS 1 TO 21 BOTH INCLUSIVE IN REAVE'S SUBDIVISION OF LOTS 44, 47, 48, 57 AND 58 IN BRONSON'S ADDITION TO CHICAGO, IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT, HOWEVER, FROM SAID PREMISES THAT PART THEREOF LYING BETWEEN THE WEST LINE OF NORTH LASALLE STREET AND A LINE 14 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF NORTH LASALLE STREET, CONVEYED TO THE CITY OF CHICAGO BY QUIT CLAIM DEED DATED NOVEMBER 19, 1931, AND RECORDED DECEMBER 22, 1931, AS DOCUMENT NUMBER 11022266) IN COOK COUNTY, ILLINOIS

That no labor or material has been furnished for premises within the last four months, that is not fully paid for.

That since the title date of September 10, 19 84, in the report on title issued by Commonwealth Land Title Insurance Company, Inc., affiant has not done or suffered to be done anything that could in any way affect the title to premises, and no proceedings have been filed by or against affiant, nor has any judgment or decree been rendered against affiant, nor is there any judgment note or other instrument that can result in a judgment or decree against affiant within five days from the date hereof.

That the parties, if any, in possession of premises are bona fide tenants only, and have paid promptly and in full their rent to date, and are renting from N/A to N/A, and not for any longer term, and have no other or further interest whatsoever in premises.

That all water taxes, except the current bill, have been paid, and that all the insurance policies assigned have been paid for.

That this instrument is made to induce, and in consideration of, the said grantee's consummation of the purchase of premises.

Affiant further states:

Nothing

Subscribed and sworn to before me
this 25 day of October, 19 84.

NOTARY PUBLIC

Albin R. Anderson (SEAL)
Albin R. Anderson, Jr.
President
The Swedish Club of Chicago, Inc.

SWEDISH AMERICAN MUSEUM

This archival folder has been partially scanned, including covers and a selection of pages. For more information about this folder, please contact the Swedish American Museum Curator.