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ACCESS CROSS-EASEMENT AGREEMENT

THIS AGREEMENT is entered into this 2154 day of May, 2001, by and between First

Bank and Trust Company of Illinois, not personally, but solely as Trustee under Trust Agreement dated August 1, 1999 and known as Trust No. 10-2315 ("First Bank"); and St. Louis/Goldstein Family Limited Partnership ("St. Louis") will sometimes be referred to individually as a

"Mortgagee" or collectively as the "Mortgagees".

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A. <u>RECITALS</u>

- 1. First Bank is the owner of certain property in Cook County, State of Illinois, more fully described on the attached Exhibit A (the 'McCormick Parcel').
- 2. St. Louis is the owner of certain property also located in Cook County, State of Illinois, more fully described on the attached Exhibit B (the 'St. Louis Parcel').
- 3. First Bank and Trust Company of Illinois, in its caracity as holder of that certain mortgage dated August 19, 1999 (the "McCormick Mortgage"), and recorded in Cook County on August 23, 1999, as Document No. 99800858, and recorded in Cook County Recorder, and Builders Bank, in its capacity as holder of that certain mortgage dated May 7, 2001 (the "St. Louis Mortgage"), and recorded in Cook County on May 14, 2001 as Document No. 0010403304 (the "St. Louis"; the McCormick Mortgage and the St. Louis Mortgage shall be collectively referred to as the "Mortgages") are willing that this Agreement be made by the Parties, that the easements declared herein be created, and that the Mortgages be subordinated to the easements created hereby and to this Agreement.



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4. The Parties wish to exchange certain rights to use portions of each other's parking area and to provide for access to and maintenance of such parking areas.

NOW THEREFORE, in consideration of the recitals to this Agreement and the mutual promises contained herein, the Parties agree as follows:

B. AGREEMENT

- 1. <u>Exhibits</u> All Exhibits to this Agreement are hereby made a part of this Agreement.
 - 2. Easements for Access.
- (a) First Bank here'y grants a non-exclusive easement for the use and benefit of the St. Louis Parcel, its owner, tenants, invitees and agents over that part of the McCormick Parcel for the purpose of ingress and egress by such parties and their vehicles to, from, and between McCormick Road and the St. Louis Parcel.
- (b) St. Louis hereby grants a non-exclusive easement for the use and benefit of the McCormick Parcel, its owner, tenants, invitees and agents over that part of the St. Louis Parcel for the purpose of ingress and egress by such parties and their vehicles to, from, and between St. Louis Avenue and the McCormick Parcel.
- 3. <u>Maintenance of Easements</u>. It is in the mutual interest of the Parties that all of the herein-described easements and improvements pursuant hereto shall be maintained throughout the term hereof in good and safe condition suitable for the purpose intended. The Party owning each Parcel hereby undertakes and agrees to maintain the said improvements on its Parcel in said condition. Without limitation of the generality of the foregoing, each Party shall promptly remove from any paved areas on its Parcel all snow, ice, debris, and other things and substances

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not properly upon said paved areas, to the end that operation of the easements herein granted shall not be impeded. In addition, said Parties shall repair and/or replace, as necessary, said paved areas and any lighting on its Parcel to the same standard as originally constructed and promptly pay the amount of all real estate taxes attributable to said areas. Each Party shall also maintain any landscaped area on its Parcel to the same standard as originally constructed. First Bank shall maintain that part of the McCormick Parcel used for ingress and egress to and from McCormick Road and the St. Louis Parcel. St. Louis shall maintain that part of the St. Louis Parcel used for ingress and egress to and from St. Louis Avenue to the McCormick Parcel.

4. <u>Insurance</u>

- (a) The Party owning each Parcel shall maintain throughout the term hereof comprehensive liability insurance insuring the Parties and their respective beneficiaries, employees, and agents, from and against all claims, costs, and liabilities for injury or damage arising out of the existence or use of the easements hereby granted, or asserted against any Party by reason of the existence of this Agreement or the performance or nonperformance by any Party of its obligations hereunder, with limits of not less than One Millie Dollars (\$1,000,000) combined limit per occurrence in respect to injury to persons (including death) and property damage or destruction, including loss of use thereof.
- (b) All policies of insurance required under this paragraph shall be procured from responsible insurance companies. Certified copies of each policy of such insurance (or a certificate of insurance under a master policy) procured or caused to be procured by each Party, together with receipts evidencing payment of the premium therefor, shall be delivered to the other Party upon execution hereof. Not less than 30 days prior to the expiration date of any such policy, certified copies of renewals of each policy of insurance procured or caused to be procured

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by each Party (bearing notations evidencing the payment of renewal premiums) shall be delivered to the other Party. Such policies shall further provide that not less than 30 days' written notice shall be given to the other Party before such policy may be cancelled or changed to reduce insurance provided thereby.

Each Party hereby releases the other Party from any and all liability and (c) responsibility to the other or to anyone claiming through or under the other by way of subrogation or otherwise, for any loss or damage even if such loss or damage shall have been caused by the fault or negligence of the other Party or anyone for whom such Party may be responsible; provided, however, that this release shall be applicable and in force and effect only to the extent that such release shall be lawful at that time, and in any event only with respect to loss or damage occurring during such times as the releasor's policies of insurance pertaining to such loss or damage shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair the said policies or prejudice the right of the releasor to recover thereunder, and then only to the extent of the insurance proceeds payable under such policies. Each Party agrees that so long as such a clause or endors ment may be obtained from reputable insurance carriers for addition to policies of the type concerned, it will cause its insurance carriers to include in its policies such a clause or endorsement; pro ided, however, no Party shall be required to change insurance carriers to comply with this provision if such change would result in significantly higher premiums to such Party.

5. <u>Cost of Obligations</u>.

(a) Except as set forth in Paragraph 5(b), each Party shall be responsible for the cost of obligations herein set forth with respect to its Parcels.

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(b) First Bank shall be responsible for the cost of maintaining that part of the McCormick Parcel used for ingress and egress to and from McCormick Road and the St. Louis Parcel as provided herein. St. Louis shall be responsible for the cost of maintaining that part of the St. Louis Parcel used for ingress and egress to and from St. Louis Avenue and the McCormick Parcel, as provided herein.

6. <u>Condemnation</u>.

- (a) If any part or all of any Parcel shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, then the easement created by this Agreement shall immediately terminate as to the Parcel or part of a Parcel so taken.
- (b) If any part or all of the access road on either the McCormick Parcel or the St. Louis Parcel shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, then the Party owning such Parcel shall, to the extent reasonably possible in such Party's judgment, restore said access road such that access shall be maintained between McCormick Road and the St. Louis Parcel or St. Louis Avenue and the McCormick Parcel, whichever the case may be.
- (c) Any condemnation award or proceeds of such private purchase thall be the sole property of the Party owning the condemned land and the other Party shall not be entitled to any share in such award or proceeds and hereby assigns to the Party owning the affected Parcel all right, title, and interest in and to such award and proceeds. Such award or proceeds shall be used first to restore the easements herein granted, if the Party owning the Parcel is required to do so hereunder.

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- 7. Remedies for Default. Each Party shall have, and is hereby granted, the following rights in the case of default hereunder on the part of the other Party:
- (a) In the case of any failure of performance of any obligation hereunder other than the payment of money, to perform such obligation after first giving the defaulting Party not less than 15 days notice of intention to do so, unless said defaulting Party shall within such 15-day period commence to perform such obligation and continue diligently therewith until such obligation be fully performed. The dissatisfied Party is hereby given an easement to go upon the property of the defaulting Party to such extent as is necessary for the taking of such measures and to the extent that going upon the Parcel of the defaulting Party shall not result in any permanent damage to such Parcel. Further, in the case of performance by a dissatisfied Party of any obligation of the defaulting Party, said defaulting Party shall pay to the dissatisfied Party all the costs incurred by the dissatisfied Party in a complishing such performance except only for such share, if any, thereof as would have been borne by the dissatisfied Party upon performance by the defaulting Party as stipulated herein.
- less than 15 days notice of intention to do so, to temporarily suspend the firmishing of access and parking, as contemplated by this Agreement, to the delinquent Party, until such sum and all interest and other charges accrued thereon be fully paid; and also to terminate the exsements granted by this Agreement after first having given not less than 90 days notice of intention to do so to the delinquent Party unless such sum, including all interest and other charges accrued thereon, be fully paid before the end of said period of notice, both the delinquent Party and any Institutional Lender (as said term is defined in subparagraph f. of this Paragraph) holding a mortgage or trust deed in the nature of a mortgage upon a Parcel (hereinafter collectively the

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"Delinquent Parcel"; owned by the delinquent Party, being hereby given the right to make such payment. These rights shall be in addition to the right of the Party to whom the unpaid sum is due to seek collection of said sum by all other available legal means.

- agreement of the other Party having the effect of materially increasing the cost to the aggrieved Party of the reaformance of its obligations hereunder or of materially injuring any property of the aggrieved Party to seek and have injunctive relief or other equitable relief in addition to all such other legal remedies as new be available at such time, it being further agreed that upon the granting of such injunctive or other equitable relief the defaulting Party shall bear and pay all the aggrieved Parties reasonable costs and expenses in obtaining such relief; and it being further agreed that for the purposes hereof the term "repeated and persistent" shall mean the second repetition (third occurrence) of the same violat on within 18 months after notice of the first violation shall have been given, provided that notice of the second violation shall also have been given within reasonable time after it shall have occurred.
- (d) If any amount due hereunder is more than \mathcal{H} days delinquent in payment, the amount thereof shall constitute a lien on the Delinquent Parcel which, after recording notice thereof and giving at least 30 days' prior written notice to all Institutional Leaders holding mortgages or trust deeds in the nature of mortgages upon the Delinquent Parcel setting forth the amount due, may be foreclosed by the Party to whom the unpaid amount is due in the same manner as a mortgage of real property, and the delinquent Party hereby waives any right of redemption it might have with respect thereto. The said lien hereinabove granted to the Party to whom the unpaid amount is due shall be subordinate to any mortgage or trust deed made, owned or held by any Institutional Lender on the Delinquent Parcel and recorded prior to the recording

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of the aforesaid notice by the Party to whom the unpaid amount is due, except to the extent that such amount due is for services rendered after such lender takes possession of the Parcel concerned, accepts a conveyance of said Parcel or has a receiver appointed in a suit to foreclose the lien of such mortgage or trust deed.

- (e) The rights and remedies set forth herein shall be in addition to and not in lieu of the right of any aggrieved Party to seek and recover damages to the fullest extent at such time permitted by law. Any sum of money not paid when due shall bear interest until paid at the rate equal to the rate then (and from time to time while such sum remains unpaid) stated by The First National Bank of Chicago to be its base rate, plus 5% per annum, unless such rate be unlawful as applied to this Agreement, in which event such sum shall bear interest at the highest legal rate.
- mean and include the Mortgagees and all other institutional lenders holding one or more mortgages or trust deeds in the nature of mortgages made in connection with the construction or long-term financing or refinancing of improvements to be constructed upon any Parcel. Any notice to a Party pursuant to subparagraphs a., b., and d. of this Paragraph 7 shall be simultaneously delivered to any Institutional Lender of whose existence the l'arty giving notice has been advised in writing by the defaulting Party. Such Institutional Lenders are 'iereby given the right to cure any default by a defaulting party within the time periods provided by this Agreement for the cure of such defaults.
- 8. <u>Indemnities</u>. To the fullest extent permitted by law and subject to the provisions of Paragraph 6d hereof, each Party agrees to indemnify, defend and hold harmless the other Party and its beneficiaries, employees, and agents, from and against any and all loss, liability, claims,

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injury, damage, and expense arising out of the performance or non-performance by the indemnifying Party of its obligations under this Agreement, or the use of the other Party's parking facilities and access road by the indemnifying owner or its beneficiaries, employees, agents, tenants, successors, and permitted assigns, and the licensees and invitees thereof from time to time, notwithstanding that they have caused or contributed thereto; and shall defend any suit or action prought against it, or them or any of them, based on any such alleged injury or damage, and shall pay all damages, costs and expenses, including reasonable attorneys' fees, connected therewith or resulting therefrom.

Assignment; Running With the Land; Relation to Mortgage. This Agreement and 9. all the provisions hereof shall run vith the land so as to be binding upon and inure to the benefit of the Parties, respectively, and each of the respective successors in interest in and to their respective Parcels, each Party having the right to assign to its beneficiaries, tenants, or other parties in actual possession or control of its Parcel from time to time all its rights hereunder, provided that such assignee shall assume all the obligations of the assigning Party accruing during the time such assignee shall be in possession or control of said Parcel. Without limitation of the generality of the foregoing, it is expressly agreed that this Agreement and the easements granted herein shall be prior and superior not only to the rights of the holder or holders of all subsequent mortgages or other security instrument in the nature of a mortgage upon the Parcels, but also, upon the Consent of Mortgagees hereto evidenced by their signatures affixed to this Agreement, shall be prior and superior to the Mortgages, it being further agreed that at such times and to such extent as the holder of a Mortgage or any other mortgage or security instrument in the nature of a mortgage upon the Parcels, shall come into actual possession or ownership (other than as security for debt) of any Parcel or Parcels, the said holder or such

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successor (as may be the case) shall succeed to all the rights and obligations of the owner of such Parcel or Parcels in this Agreement expressed.

- 10. <u>Duration of This Agreement</u>. The term and duration of each of the easements declared herein together with the rights, covenants and obligations related thereto shall begin on the date of the recording of this Agreement and each such easement and related rights, covenants and obligations shall continue perpetually unless or until terminated, severally or together:
- (1) As to each, by the consent of the Parties, joined in by the holders of all first mortgages upon said Parcels.
- (b) As to each, if and when the use of the right or easement concerned by the holder or grantee thereof shall be discontinued by reason of condemnation, subject to the provisions of Paragraph 8 hereof.
- Notices. Any notices required to be sent hereunder shall be in writing and be conclusively deemed to have been given upon the earlier of receipt or 48 hours after having been placed in the United States mail, with first class postage prepaid (and registered in the case of a notice of default), addressed to the Party concerned as shown on the records of the Collector of Cook County, Illinois, provided that any Party may change its aforesaid address for the receipt of notices from time to time by written notice given to the other Party as herein provided.

12. Exculpation.

(a) This instrument is executed by First Bank, (and said First Bank hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on First Bank personally to pay any sums that might accrue hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly

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waived by every person now or hereafter claiming any right hereunder, and that so far as First

Bank personally is concerned, every person now or hereafter claiming any right hereunder shall look solely to the premises for the enforcement thereof.

- warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on St. Louis personally to pay any sums that might accrue hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by every person now or hereafter claiming any right hereunder, and that so far as St. Louis personally is concerned, every person now or hereafter claiming any right hereunder shall look solely to the premises for the enforcement thereof.
- hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on Mortgagees personally to pay any sums that might accrue hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by every person now or hereafter claiming any right hereunder, and that so far as Mortgagees personally are concerned, every person now or hereafter claiming any right hereunder shall look solely to the premises for the enforcement thereof.

13. Miscellaneous.

(a) Amendments. Any and all agreements by the Parties hereto to amend, change, extend, revise or discharge this Agreement, in all or in part, shall be binding on the

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Parties, and upon the Mortgagees if joined in by the Mortgagees, so long as in writing and executed by the Party agreeing to be bound thereby.

- (b) <u>Partial Invalidity</u>. If any part of this Agreement shall be held invalid for any reason, the remainder of this Agreement shall continue in full force and effect.
- (c) Applicable Law. The validity, construction and enforceability of this Agreement shall be governed in all respects by the laws of the State of Illinois.
- Agreement skall be governed in all respects by the laws of the State of Illinois.

 (1) Counterparts. This Agreement may be executed in any number of counterparts.

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IN WITNESS WHEREOF, First Bank and Trust Company of Illinois (formerly known as First Bank and Trust Co., Palatine, Illinois), not personally, but as Trustee under the provisions of a Trust Agreement dated August 1, 1999 and known as Trust Number 10-2315, has caused these presents to be signed by its Assistant Trust Officer and its Assistant Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer, this __ day of May, 2001.

Property of Cook County Clerk's Office FIRST BANK AND TRUST COMPANY OF

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This ACCESS CROSS EASEMENT AGREEMENT is executed by First Bank and Trust Company of Illinois (formerly known as First Bank and Trust Co., Palatine, Illinois), not personally, but solely as Trustee under and pursuant to that certain Trust Agreement hereinafter described and the Trustee does not obligate itself hereunder, anything herein contained to the contrary notwithstanding, to the performance of any of the terms, conditions and representations made and contained in the within instrument, it being specifically understood by any and all parties dealing with this instrument that said Trustee has affixed its signature hereto as such Trustee by direction in behalf of the beneficiary or beneficiaries under the said trust without any intention of binding the said Trustee in its individual capacity. The Trustee has no knowledge of the factual matters herein contained and all agreements, conditions and representations are made solely upon the direction in behalf of the beneficiary or beneficiaries as aforesaid, and no personal liability shall be asserted to be enforceable against said Bank by reason hereof or thereof, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, First Bank and Trust Company of Illinois (formerly known as First Bank and Trust Co., Palatine, Illinois) not personally, but as Trustee under the provisions of a Trust Agreement dated AUGUST 1, 1990 and known as Trust Number 10-2315, has caused these present to be signed by its Trust Officer and Assistant Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer to 3.15th day of MAY 2001.

FIRST BANK AND TRUST COMPANY OF ILLINOIS (formerly known as First Bank and Trust Company, Palatine, Illinois), as Trustee under Trust Number <u>10-2315</u> and not individually.

3Y:

Trust Officer

ATTEST

Assistant Trust Officer

STATE OF ILLINOIS)

SS

COUNTY OF COOK

I <u>CATHY HOFFMAN</u>, a Notary Public in and for said County in State aforcsaid, DO HEREBY CERTIFY THAT <u>JEREMY ADDIS</u>, Trust Officer and <u>CARL R. RATH</u>, Assistant Trust Officer, of First Bank and Trust Company of Illinois (formerly known as First Bank and Trust Co., Palatine, Illinois), who are personally known to me to be the same persons whose names are subscribed to the o egoing instrument as such Assistant Trust Officer and Assistant Trust Officer, respectively, appeared before ne this day in person and acknowledge that they signed and delivered the said instrument as their own free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes then set forth; and the said Assistant Trust Officer, then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act as the free and voluntary act of said Company, as Trustee aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 15th day of MAY 2001

"OFFICIAL SEAL"
CATHY S. HOFFMAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7/29/2002

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IN WITNESS WHEREOF, St. Louis has executed this Access Cross-Easement Agreement as of the date first above written.

ST. LOUIS / GOLDSTEIN FAMILY LIMITED PARTNERSHIP, artifinois limited partnership

By:

Michael Coldstein, its general partner Property of Cook County Clerk's Office

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STATE OF ILLINOIS)	
)	SS
COUNTY OF COOK)	

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Michael Goldstein, the sole general partner of St. Louis / Goldstein Family Limited Partnership, who is personally known to me to be the same person whose name is subscribe? to the foregoing instrument as such general partner and, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said partnership aforesaid, for the uses and purposes therein set forth.

NOTARY PUBLIC

(SEAL)

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THE UNDERSIGNED, BUILDERS BANK, an Illinois banking corporation, in its capacity as the holder of the Mortgage, hereby joins in the above and foregoing only for the purpose, and only to the extent, of (1) hereby granting permission to the Parties to enter into the above and foregoing Agreement so that such action on the part of the Parties shall not constitute a default under or violation of the Mortgage, and (2) hereby agreeing that the aforesaid Agreement shall be deemed to be prior to the Mortgage, notwithstanding that it is subsequent in time, so that the provisions of the above and foregoing Agreement and the easements granted thereby shall be binding upon the undersigned, its successors as the holder of indebtedness secured by the Mortgage and (in the event of foreclosure of the Mortgage) upon the purchasers at a sale held pursuant to any proceeding to foreclose the Mortgage; it being further stipulated and agreed that at such times and to such extent as the undersigned or any successor of the undersigned as the holder of the Mortgage shall come into actual possession or ownership (other than as security for debt) of any Parcel or Parcels, the undersigned or such successor (as may be the case) shall succeed to all the rights and obligations of the owner of such Parcel or Parcels in this Agreement expressed, but that until such time and except to such extent the undersigned expressly disclaims, for itself and for and on behalf of all of its successors as the holder of any indebtedness secured by the Mor gage, all duties, liabilities and obligations imposed by any provisions of the aforesaid Agreement uron any of the parties thereto.

DATED at Chicago, Illinois this 21 day of May, 2001.

BUILDERS BANK

(TV)

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State of Illinois County of cook)) ss.:			
On the 21st day of appeared Charles 10 of satisfactory evider instrument and acknowledges and the person upon behalf of the control of the co	nce to be the indi- owledged to me a at by his/her/thei of which the indi-	that he/she/they exer r signature(s) on the vidual(s) acted, exec	me(s) is (are) subscituted the same in he instrument, the incruted the instrument	cribed to the within his/her/their dividual(s), or the ht.
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THE UNDERSIGNED, FIRST BANK AND TRUST COMPANY OF ILLINOIS, in its capacity as the holder of the Mortgage, hereby joins in the above and foregoing only for the purpose, and only to the extent, of (1) hereby granting permission to the Parties to enter into the above and foregoing Agreement so that such action on the part of the Parties shall not constitute a default under or violation of the Mortgage, and (2) hereby agreeing that the aforesaid Agreement shall be deemed to be prior to the Mortgage, notwithstanding that it is subsequent in time, so that the provisions of the above and foregoing Agreement and the easements granted thereby shall be binding upon the undersigned, its successors as the holder of indebtedness secured by the Mortgage and (in the event of foreclosure of the Mortgage) upon the purchasers at a sale held pursuant to any proceeding to foreclose the Mortgage; it being further stipulated and agreed that at such times and to such extent as the undersigned or any successor of the undersigned as the hotter of the Mortgage shall come into actual possession or ownership (other than as security for debt) of any Parcel or Parcels, the undersigned or such successor (as may be the case) shall succeed to all the rights and obligations of the owner of such Parcel or Parcels in this Agreement expressed, but that until such time and except to such extent the undersigned expressly disclaims, for itself and for and on behalf of all of its successors as the holder of any indebtedness secured by the Mortgage, all duties, liabilities and obligations imposed by any provisions of the aforesaid Agreement up on any of the parties thereto.

DATED at Chicago, Illinois this 17th day of May, 2001.

FIRST BANK AND TYUST COMPANY OF ILLINOIS,

By:

Tear

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State of Illinois)	
County of Cook)	SS.

On the day of her in the year 2001 before me, the undersigned, personally appeared <u>C.R. Land Lellar</u>, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/shc/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Signature and office of individual taking acknowledgment)

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"OFFICIAL SEAL"

JUDITH R. O'CON' NELL

Notary Public, State of Illing as

My Commission Expires 10/20/11.

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Exhibit A

Legal Description

(see attached)

Exhibit A · 8100 N. McCormick, Skokie, Ill.

PARCEL 1:

A PARCEY, OF LAND IN THE SOUTH 1/2 OF THE SOUTH RAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH LANGE 13 EAST OF THE TRIED PRINCIPAL MERIDIAN, ECONDED AND DESCRIBED AS POLICUS: BYGIRNING AT A POINT ON THE MORTH LINE OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SATI SECTION 660 FEET WEST OF THE EAST SECTION. LINE OF SAID SECTION; THENCE WEST ALONS HE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 800 PERT, THENCE SOUTH PARALLEL TO THE EAST SECTION LIME OF SAID SECTION 275 PEST; THENCE EAST PARALLEL TO THE MORTH LINE OF THE SOUTH 1/2 OF THE SOUTH . BAST 1/4 OF SAID SECTION 100 PEST TO A POINT 660 PEST WEST OF THE BAST SECTION LINE OF SAID SECTION AND 275 THEY SOUTH OF THE POINT OF ADGINAING: THEMEE MORTH TO THE POINT OF BEGINNING, EXCUPT THE MORTH 33 FERT TENERROP DEDICATED FOR CLEVELAND AVENUE BY PLAT OF DESCRIPTION RECORDED JUNE 27, 1967, AS DOCUMENT MUMBER 20 179 647, ALBO EXCEPTING THERE RIM THAT PART CONVEYED TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION, IN THE DEED RECORDED OCTOBER 23, 1986 AS DOCUMENT NUMBER 86494246, IN COOK COURT. ILLINOIS.

PARCEL 21

THE WEST 300 PRET OF THE EAST 1,310 PEET OF THE MORTH 750.44 PEET OF THE SOUTH 790.48 PEST AS MEASURED RLONG SECTIONAL DIVISION LINES, AND THE WEST 79.18 FEET OF THE EAST 1,089.18 FERT OF THE HORTH 20 FEET OF FEET SOUTH 810.48 FEET AS MEASURED ALONG SECTIONAL DIVISION LINES, ALL IN THE STOT WAST 1/4 OF SECTION 23, TOWNSHIP 41 MORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MARIDIAN, IN COOK COUNTY,

PARCEL 3:

A STRIP OF PARCEL OF LAND 20 FEET IN WIDTH IN THE SOUTH 1/2 OF 101E SOUTHBAST 1/4 OF SECTION 23, TOWNSHIP 41 BORTH, RANGE 13 EAST OF THE TRIPO PRINCIPAL MURIDIAN, BRING 10 FRET ON RACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

BEGIRWING AT A POINT 270 PRET EAST OF THE WEST LINE OF SAID 1/4 SECTION AND FEET SORTH OF THE SOUTH LINE OF SAID 1/4 SECTION; THENCE SORTHERLY ALONG A STRAIGHT LINE PARLLLEL WITH AND 270 PRET SAST OF THE WEST LINE OF SAID 1/4 SECTION 156.27 FEET TO A POINT; THENCE MORTHEASTERLY ALONG A CURVED LINE CONVEX MORTHERLY TANGENT TO THE LAST DESCRIBED COURSE AND HAVING A RADIUS OF 359.26 FRET, 533.88 FEET TO A POINT; THEMCH EASTERLY ALONG A STRAIGHT LINE TANGENT TO THE LAST DESCRIBED LINE (WHICH STRAIGHT LINE IS 800.2. YEST NORTHERLY. AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE SCOTH LINE OF SAID 1/4 SECTION) 919-10 FEET, EXCEPTING THEREFROM THAT DART LYING MEST OF A LINE 1,310 PEET WEST OF AND PARALLEL WITH THE PAST LINE OF SAID SECTION IN COOK COURTY, ILLINOIS.

PARCEL 4:

(SEE ATTACHED)

05/09/01 WED 10:46 FAX 312 602 3000 D'ANCONA & PFLAUM LLC UNOFFICIAL COPY

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P.03/05

BASEMENT FOR VEHICULAR AND DEDESTRIAN INGRESS AND EGRESS, DATA TRANSMISSION, AND DEES REASONABLY INCIDENTAL THERETO, FOR THE BENEFIT OF PARCELS 1, 2, 3, AND 5 AS CREATED BY BASEMAT AGREEMENT MADE BY U. S. ROBOTICS, INC., A DELAWARE CORPORATION, AND LA SALLE CATTORNAL TRUST N. A., A NATIONAL BANKING ASSOCIATION, AS TRUSTED UNDER TRUST AGREEMENT OF THE AUGUST 1, 1986, AND KNOWN AS TRUST NUMBER 111405, AND RECORDED MAY 6, 1893 AS DOCUMENT 93341951, OVER THE POLLOWING DESCRIBED PROPERTY:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 41 MORTH; RANGE 13, EAST OF THE THIRD PRINCIPLE PRIDIAN, DESCRIPTO AS POLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THE EAST 1,310 PRET, 810.48 FEET MORTH, BOTH AS MEASURED ALONG SECTION DIVIBION LINES, OF THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 23. THENCE SOUTH ALCOG SAID WEST LINE OF THE RAST 1,310 FRET, 32 FEET. THENCE WESTERLY ALONG A LIME PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 23, AND FORMING AN ANGLE CY 85 DEGREES 25 MINUTES WITH THE PROLONGATION OF THE LAST DESCRIBED LINE, 18.42 \$25. TO A POINT OF CURVE, THEMCE BORTHERLY ALONG A CURVED LINE CONCAVE MORTHERLY, TANCET TO THE LAST DESCRIBED COURSE AND HAVING A RADIUS OF 65 FEET, AN ARC LENGTH OF 6/.47 VEET TO THE NORTH LINE OF THE SOUTH 810.48 FEET OF SAID SOUTHEAST 1/4 OF SECTION 27, THENCE EAST ALONG SAID SOUTH LINE OF THE SOUTH 810.48 PEFT, 75.30 FRET TO THE POINT, OR BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 5:

EASEMENT FOR INGRESS AND EGRESS BY VEHICLES AND PEDEST LIAIS AND FOR THE INSTALLATION. maintendence, repair, and replacement of underground utility and data transmission LINES AND OTHER FACILITIES AND IMPROVEMENTS INCIDENTAL THE ROLD, FOR THE BENEFIT OF PARCELS 1, 2, 3, AND 4 AS CREATED BY RESERVATION OF EASEMENT P.CORDED JULY 13, 1998. AS DOCUMENT 98 601 874 OVER THE FOLLOWING DESCRIBED LAND:

THE WEST 18.50 FEST OF THE BAST 37.00 PERT OF THAT PART OF THE WEST 500.00 FEST OF THE EAST 1460.00 PRET AS MEASURED ALONG THE SECTION DIVISION LINES (F T.P. SOUTH 1/2 OF THE SCUTHEAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 13. RAST C/ HG THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE SOUTH 810.48 FEST AND SOUTH OF THE PURIE 275.00 FEET THEROF AS MEASURED ALONG THE SECTIONAL DIVISION LINES, AND WEST OF A LINE DRAWS FROM A POINT ON THE SOUTH LINE OF SAID TRACT 668.54 FRET WEST OF THE STUMBAST CORNER, AS MEASURED ON SAID TRACT 675,56 PRET WEST OF THE MORTHEAST CORNER, AS MEASURED ON THE NORTH LINE OF SAID TRACT!

ALSO, THAT PART OF THE EAST 18.50 FEET OF THE EAST 37.00 PRET OF THAT PART OF THE WEST 800.00 FRET OF THE BAST 1460.00 FRET AS MRASURED ALONG THE SECTION DIVISION LINES OF THE SOUTH 1/2 OF THE SOUTHBAST 1/4 OF SECTION 23, TOWNSHIP 41, NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE SOUTH \$10.48 FEET AND SOUTH OF THE SOUTH 828.98 PERT THEROF, DESCRIBED AS FOLLOWS:

REGIENING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH \$10.48 FEBT OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 23 WITH THE BAST LINE OF THE ABOVE DESCRIBED TRACT, SAID POINT OF BEGINNING BEING 687.04 FROT WEST OF THE EAST LINE OF THE WEST

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800.00 PRET OF THE EAST 1460.00 PRET OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 23; THENCE NORTH ALONG THE EAST LINE OF THE ABOVE DESCRIBED TRACT A DISTANCE OF 18.50 FRET TO A POINT; THENCE SOUTHEASTERLY ALONG A DIRECT STRAIGHT LINE TO THE POINT OF INTERSECTION OF THE MORTH LINE OF THE SOUTH 810.48 FRET OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 23 WITH THE EAST LINE OF THE EAST 18.50 FRET OF THE EAST 37.00 FRET AFORESAID; THENCE WEST ALONG SAID HORTH LINE A DISTANCE OF 18.50 FRET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Exhibit B

Legal Description

(see attached)

THAT PART OF THE WEST 375.0 FEET OF THE EAST 1835.0 FEET OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE SOUTH 810.48 FRET THEREOF (ALL MEASURED RIONG TAR IVISIONAL LINES OF SAID CURRTER SECTION) AND LYING SOUTH OF A LINE PRAWN FROM A POINT 206.65 FEET SOUTH OF THE NORTHEAST CORNER TO A POINT 206.37 FEET SOUTH OF THE NORTHEAST CORNER TO A POINT 206.37

ALSO THAT PART OF THE WEST 20.0 PEET OF THE EAST 1855.0 FEET OF THE AFORESAID SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 23, AFORESAID, LYING NORTH OF THE SOUTH 810.48 FEET THEREO? (AS MEASURED ALONG THE DIVISIONAL LINES OF SAID QUARTER SECTION) AND LYING SOUTH OF A LINE DRAWN FROM A POINT 193.37 FRET SOUTH OF THE NORTHWEST CORNER OF SAID FARCEL OF LAND;

ALSO THAT PART OF THE WEST SO TEST OF THE EAST 1460 FEET, AS MEASURED ALONG THE SECTION DIVISION LINES, OF THE SCUTH 1/2 OF THE SCUTHBAST 1/4 OF SECTION 23, AFORESAID, LYING NORTH OF THE SCUTH, 810.48 FEET AND SOUTH OF THE NORTH 275.0 FEET THEREOF, AS MEASURED ALONG THE SECTIONAL DIVISION LINES, AND WEST OF A LINE DEAWN A POINT ON THE SOUTH LINE OF SAID TRACT 668.54 FEET WEST OF THE SOUTHEAST CORNER, AS MEASURED ON SAID SCUTH LINE, TO A POINT ON THE NORTH LINE OF SAID TRACT 676.56 FEET WEST OF THE NORTHEAST CONNER, AS MEASURED ON THE NORTH LINE, OF SAID TRACT, ALL IN COOK COUNTY, ILLINOIS.

This document prepared by and when recorded return to: D'Ancona & Pflaum LLC 111 East Wacker Drive **Suite 2800**



Chicago, Illinois 60601-4205

P.I.N.: 10-23-406-006-000

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