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NON-EXCLUSIVE ACCESS EASEMENT AGREEMENT



Doc#: 0402142406
Eugene "Gene" Moore Fee: \$54.00
Cook County Recorder of Deeds
Date: 01/21/2004 12:17 PM Pg: 1 of 16

THIS NON-EXCLUSIVE ACCESS EASEMENT AGREEMENT ("Agreement") is made as of this 16th day of January, 2004 by and between Crossroads of North Riverside Development, LLC, an Illinois limited liability company ("Crossroads of North Riverside"), and Standard Bank and Trust Company, an Illinois banking corporation ("Standard Bank").

The following recitals of fact are a material part of this Agreement:

A. Standard Bank is the holder of legal title to a certain parcel of land in the Village of North Riverside (the "Village"), County of Cook and State of Illinois which is legally described on Exhibit A hereto and made a part hereof (the "Standard Bank Parcel").

B. Crossroads of North Riverside is the holder of legal title to a certain parcel of land in the Village, County of Cook and State of Illinois, which lies east of and adjoins the Standard Bank Parcel and is legally described on Exhibit B hereto and made a part hereof (the "Crossroads of North Riverside Parcel") (the Standard Bank Parcel and the Crossroads of North Riverside Parcel are hereinafter individually referred to as a "Parcel" and are hereinafter together referred to as the "Parcels");

C. Crossroads of North Riverside intends to develop and improve the Crossroads of North Riverside Parcel with a retail shopping plaza and parking lot (the "Crossroads of North Riverside Improvements");

D. Standard Bank intends to develop and improve the Standard Bank Parcel with an approximately 2,800 square foot retail banking facility with a not less than three-lane drive up window and parking lot (the "Standard Bank Improvements") (the Standard Bank Improvements and the Crossroads of North Riverside Improvements are collectively referred to as the "Improvements");

E. Crossroads of North Riverside wishes to grant and Standard Bank wishes to receive an easement for ingress and egress over, upon and across certain portions of the Crossroads of North Riverside Parcel, and for parking of passenger vehicles on certain portions of the Crossroads of North Riverside Parcel, for the benefit of the Standard Bank Parcel, all as more fully set forth below;

F. Standard Bank wishes to grant and Crossroads of North Riverside wishes to receive an easement for ingress and egress over, upon and across certain portions of the Standard Bank Parcel, and for parking of passenger vehicles on certain portions of the Standard Bank Parcel, for the benefit of the Crossroads of North Riverside Parcel, all as more fully set forth below; and

G. The parties wish to make certain agreements regarding such easements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

BOX 333-CTI

816 8545 81 MPAPP 2

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Section 1. Ingress and Egress Easements over the Crossroads of North Riverside Parcel.

Crossroads of North Riverside hereby grants and conveys to Standard Bank, for the use and benefit of Standard Bank and its successors and assigns, and their employees, agents, tenants, customers, invitees and licensees, as an easement appurtenant to the Standard Bank Parcel, a non-exclusive, irrevocable and perpetual easement for pedestrian and vehicular ingress and egress to and from the Standard Bank Parcel, upon, over and across all the sidewalks, entrances, drives, lanes, roadways and service drives on the Crossroads of North Riverside Parcel from time to time (the "Crossroads of North Riverside Easement"). Crossroads of North Riverside hereby further grants and conveys to Standard Bank, for the benefit of Standard Bank and its successors and assigns, and their employees, agents, tenants, customers, invitees and licensees, as part of the Crossroads of North Riverside Easement and as an easement appurtenant to the Standard Bank Parcel, a non-exclusive, irrevocable and perpetual easement for the parking of passenger vehicles upon, over and across the parking areas of the Crossroads of North Riverside Parcel used for vehicular parking, as the same may exist from time to time.

Section 2. Ingress and Egress Easement over the Standard Bank Parcel.

Standard Bank hereby grants and conveys to Crossroads of North Riverside, for the use and benefit of Crossroads of North Riverside and its successors and assigns, and their employees, agents, tenants, customers, invitees and licensees, as an easement appurtenant to the Crossroads of North Riverside Parcel, a non-exclusive, irrevocable and perpetual easement for pedestrian and vehicular ingress and egress to and from the Crossroads of North Riverside Parcel, upon, over and across all the sidewalks, entrances, drives, lanes, roadways and service drives on the Standard Bank Parcel from time to time (the "Standard Bank Easement") (the Standard Bank Easement and the Crossroads of North Riverside Easement are referred to herein individually as an "Easement" and together as the "Easements"). Standard Bank hereby further grants and conveys to Crossroads of North Riverside, for the benefit of Crossroads of North Riverside and its successors and assigns, and their employees, agents, tenants, customers, invitees and licensees, as part of the Standard Bank Easement and as an easement appurtenant to the Crossroads of North Riverside Parcel, a non-exclusive, irrevocable and perpetual easement for the parking of passenger vehicles upon, over and across the parking areas of the Standard Bank Parcel used for vehicular parking, as the same may exist from time to time. Standard Bank hereby grants and conveys to Crossroads of North Riverside, for the use and benefit of Crossroads of North Riverside and its successors and assigns, and their employees, agents, invitees and licensees, a non-exclusive, irrevocable and perpetual easement over and across the parking area of the Standard Bank Parcel for the installation, repair, maintenance and/or replacement of the sign to be erected on the parcel designated as Lot 3 on Exhibit C.

Section 3. Construction of Improvements. Standard Bank and Crossroads of North Riverside shall construct the Improvements on their respective Parcels in order to allow the ingress and egress between the Standard Bank Easement and the Crossroads of North Riverside Easement as provided herein.

Section 4. Covenants of the Parties. Standard Bank agrees that the architectural design and construction materials of the Standard Bank Improvements shall be harmonious, compatible and consistent with the architectural design and construction materials of the Crossroads of North Riverside Improvements. Prior to commencing any construction of any Standard Bank Improvements on the Standard Bank Parcel, Standard Bank shall prepare and submit to Crossroads of North Riverside for its approval plans and specifications for such Standard Bank Improvements. Within twenty (20) days after receipt of such plans and specifications, Crossroads of North Riverside shall either approve the same or indicate in detail the reasons for any disapproval. If Crossroads of North Riverside shall disapprove such plans and specifications, Standard Bank shall make such changes therein as are commercially reasonable necessary to obtain the reasonable approval of Crossroads of North Riverside. Once plans and specifications shall have been approved by the parties hereto, Standard Bank shall be bound thereto to the extent practicable in the development and construction of such Standard Bank Improvements, it being intended that the use of such plans and specifications by Standard Bank shall result in the construction of such Standard Bank Improvements which shall be uniform in quality and appearance. No material deviation shall be made by Standard Bank in the construction of such Standard Bank Improvements without obtaining the prior written approval of Crossroads of North Riverside, which

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approval shall not be conditioned nor unreasonably withheld or delayed; provided, however, if Crossroads of North Riverside fails to respond to any initial request for such approval by Standard Bank within twenty (20) days of such request and continues to fail to respond to a second (2nd) request by Standard Bank for Crossroads of North Riverside approval within ten (10) days of such second (2nd) request, the approval of Crossroads of North Riverside shall be deemed given.

Section 5. Bonds and Other Security; Compliance with Law. Each party shall, at its own cost and expense, furnish any payment and performance bonds and any letter of credit or other security which may be required by the Village to secure completion of construction of the Improvements on the parties' respective Parcels as provided herein and shall, with respect to its own Parcel, comply with all laws, rules, regulations and requirements of all governmental authorities.

Section 6. Alteration of Easements; Plans and Specifications.

(a) Either party may alter the location of the Improvements on its Parcel, so long as such alteration does not hinder the convenient ingress and egress from one Parcel to the other or access to and from such Parcels and 1st Avenue and Cermak Road (22nd Street). Upon such permitted alteration, the Easements shall be deemed to be revised to reflect such permitted alteration.

(b) Each of Crossroads of North Riverside and Standard Bank may erect curbs, fences and landscaping on its Parcel in order to define its Parcel so long as such curbs, fences and landscaping do not detract from the mutual ingress, egress and access rights of Standard Bank and Crossroads of North Riverside and do not prevent, hinder or interfere in any way with the free flow and passage of vehicular and pedestrian traffic and parking over, on, from and between the Parcels and, in the case of Standard Bank erecting such curbs, fences and landscaping, Standard Bank receives the prior approval of Crossroads of North Riverside in accordance with Section 4 hereto.

(c) Plans and specifications, or such other information as may be reasonably appropriate in light of the nature of the work to be done, for any maintenance, repair or alteration of either Easement which will materially alter any feature of the design of such Easement shall be submitted by the party desiring to conduct the work to the other party prior to commencement of the work for informational purposes only. All such work shall be done substantially in accordance with the plans and specifications or other information which have been submitted to the other party. Notwithstanding the foregoing, emergency maintenance and repair which will not materially alter any design feature may be performed by either party without such party first making any submission to the other party.

(d) Review by either party hereto of any plans, specifications and other materials to be delivered under this Agreement shall not be deemed to be an assumption of responsibility for the accuracy, sufficiency or propriety of any such plans, specifications or other materials or a representation that such plans, specifications or other materials comply with applicable laws, rules, ordinances or regulations.

(e) It is the intent of the parties that the Easements shall be available to serve the Improvements on the respective Parcels when the Improvements are completed.

Section 7. Conduct and Coordination of Maintenance, Repair and Replacement.

(a) All maintenance, repair and replacement of the Easements shall be made so as to interfere as little as practicable with the rights granted to the other party pursuant to this Agreement and with the operations on each Parcel of any of the owners thereof or their employees, agents, tenants, invitees or licensees. The parties shall use every reasonable effort to coordinate maintenance, repairs and replacement so that both Easements shall not be obstructed at the same time. The parties shall conduct repaving of the Easements so as to provide a smooth surface between the Parcels and shall maintain such surfaces in a smooth and evenly-covered condition with the use of surfacing material initially installed on the Improvements or of such similar quality, use and durability. The cost of such maintenance, repairs and replacement shall be borne by each party for its Parcel.

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(b) Each party hereto shall, at its sole cost and expense; repair, maintain and replace in a first-class manner the Easement and adjoining landscaping, street lighting and signage and stripe and re-stripe directional markers located on the Parcel to which it holds title; provide snow and ice removal from the same when necessary; and maintain, repair and replace the same to keep the same in a clean, sightly, safe, unobstructed, good and usable condition, reasonably free of debris. Each party shall maintain the pavement surface of its Parcel, including the Easements and those which border the Easements, at such grades and levels that the same may be used and enjoyed as contiguous and homogenous common areas. With regard to the foregoing, each party shall comply with any and all applicable federal, state and local zoning and other ordinances, statutes, guidelines, requirements and regulations. Notwithstanding the above, Crossroads of North Riverside and Standard Bank shall use their reasonable efforts to retain mutually acceptable service companies to provide routine maintenance and common services, such as landscaping, snow removal, security, re-striping, cleaning and minor repairs to the pavement surface for both Easements ("Common Area Maintenance"). Each party hereto shall pay their pro-rata share of costs and fees associated with such Common Area Maintenance based on the percentage of square feet that each such party's Easement bears to the aggregate square feet of both Easements.

(c) Each party hereto shall, at its sole cost and expense, be responsible for the cost of insurance and all real estate taxes on its Parcel.

Section 8. Performance of Other Party's Obligations.

(a) In the event of an emergency requiring maintenance or repair of either Easement, wherein the party who is responsible for such maintenance or repair does not undertake the same within a period of time which is reasonable under the circumstances or it does not appear that such party who is responsible will, or will be able to, so undertake such maintenance or repair, the other party may, at its option, perform such maintenance or repair and pay any and all costs and charges associated therewith.

(b) Subject to the provisions of Section 10 below, in the event a failure by either party hereto to maintain and repair the Easement on the Parcel to which it holds title as such party is required to do pursuant to this Agreement results in a material interference with the rights granted to the other party by this Agreement or with the use or operation of the other party's Parcel or the Improvements located thereon from time to time, but does not result in an emergency, the other party may notify the party in default in writing of such failure. In the event the party in default fails to remedy such default within thirty (30) days after receipt of such notice or, if such default cannot be cured within thirty (30) days in the event the party in default fails to commence the cure of such default within such thirty (30) days period and diligently pursues such cure to completion, the other party may, at its option, perform the obligation which the party in default has failed to properly perform hereunder and pay any and all costs and charges associated therewith.

(c) In any event described in this Section 8, the performing party shall be entitled to recover from the other party the charges, fees, costs and expenses incurred by the performing party (including, if the other party is in default, reasonable attorneys' fees) in connection therewith together with interest thereon at the Default Rate of Interest (as hereinafter defined) from the date of payment. Such charges, fees, costs, expenses and interest shall be paid by the other party within ten (10) days after receipt of a statement thereof from the performing party. For the purposes hereof, the term "Default Rate of Interest" shall be the rate of interest from time to time announced by Standard Bank as its prime rate plus four (4) percentage points.

(d) Each party which performs any maintenance or repair on the Parcel to which the other party holds title shall restore the area affected by such maintenance or repair to at least the condition existing prior to any damage or disrepair necessitating such maintenance or repair, and any failure to do so shall give the party which holds title to such area the rights of a non-defaulting party pursuant to this Section 8.

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Section 9. Use Restrictions. So long as Standard Bank, or its successors or assigns, operates a financial institution on the Standard Bank Parcel: (a) no portion of the Crossroads of North Riverside Parcel shall be used or occupied as a banking, savings and loan or federal bank for savings institution or credit union with drive up teller facilities or drive up automatic teller machines ("ATMs") and (b) no user of Crossroads of North Riverside Parcel shall install any drive up tellers or drive-up ATMs on any portion of the Crossroads of North Riverside Parcel.

Section 10. Force Majeure; Interruption of Services.

(a) If either party hereto fails to perform in a timely manner any of the obligations to be performed by such party under this Agreement, and such failure is due in whole or in part to any strike, lockout, labor trouble, civil disorder, inability to procure materials, failure of power, restrictive governmental laws and regulations, riots, insurrections, war, fuel shortages, accidents, causalities, acts of God, acts caused directly or indirectly by the other party (or such other party's employee's, agents, licensees, invitees or contractors) or any other cause beyond the reasonable control of the non-performing party, then the non-performing party shall not be deemed in default hereunder as a result of such failure. The foregoing shall not excuse any failure to make any payment of money in a timely manner.

(b) Neither party shall be liable in damages for any interruption of utility services to the Parcel to which the other party holds title which may arise out of or be occasioned by maintenance or repair of either Easement unless such interruption of service results from the wanton or willful misconduct of such party.

Section 11. Other Property. The Easements herein granted are not appurtenant to any land that has common ownership or may hereinafter come into common ownership with either of the Parcels.

Section 12. Separation of the Standard Bank Parcel. If the Standard Bank Parcel is hereinafter divided into two (2) or more parts by separation of ownership, each party owning a part thereof shall enjoy the benefit of the Easement granted to Standard Bank herein.

Section 13. Separation of the Crossroads of North Riverside Parcel. If the Crossroads of North Riverside Parcel is hereinafter divided into two (2) or more parts by separation of ownership, each party owning a part thereof shall enjoy the benefit of the Easement granted to Crossroads of North Riverside herein.

Section 14. Covenants Running with the Land. All provisions of this Agreement, including the rights, benefits and burdens set forth herein, shall run with the land and are binding upon and shall inure to the benefit of Crossroads of North Riverside, Standard Bank and their respective successors and assigns and the respective tenants, sub-tenants, licensees, concessionaires, employees, customers and invitees.

Section 15. Transfer of Ownership. Whenever a transfer of ownership of either Parcel occurs, the liability of the transferor for any breach of any covenant hereunder occurring thereafter shall automatically terminate with respect to such transfer. Any transferee shall automatically assume and be bound by the burdens and obligations hereunder running with the land of the owner of the Parcel or portion thereof being transferred.

Section 16. Interpretation. The rule of strict construction does not apply to the grants herein. The grants herein shall be given a reasonable construction to carry out the intention of the parties hereto to confer a commercially usable right of enjoyment on each grantee.

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Section 17. Indemnity and Insurance.

(a) Crossroads of North Riverside shall indemnify and hold harmless Standard Bank and its officers, directors, employees and agents from and against any and all liability, loss, damage, costs and expenses (including reasonable attorneys' fees) for injury to person or death or property damage arising out of or resulting from Crossroads of North Riverside's, or Crossroads of North Riverside's tenants' contractors', employees', invitees' or agents', negligent use of the Standard Bank Easement, except for any such liability, loss, damage, costs and expenses arising in whole or in part from the acts of Standard Bank or its officers, directors, employees, agents or contractors or the acts of other parties who have been granted any easement by Standard Bank upon, over and across the Standard Bank Easement.

(b) Standard Bank shall indemnify and hold harmless Crossroads of North Riverside and its members, managers, employees and agents from and against any and all liability, loss, damage, costs and expenses (including reasonable attorneys' fees) for injury to person or death or property damage arising out of or resulting from Standard Bank's, or Standard Bank's tenants', contractors', employees', invitees' or agents' negligent use of the Crossroads of North Riverside Easement, except for any such liability, loss, damage, costs and expenses arising in whole or in part from the acts of Crossroads of North Riverside or its members, managers, employees, agents or contractors or the acts of other parties who have been granted any easement by Crossroads of North Riverside upon, over and across the Crossroads of North Riverside Easement.

(c) Each party shall carry at all times, with respect to the Parcel owned by it, commercial general public liability insurance, including contractual liability, in an amount not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence. Such insurance shall name the other party as additional insured. Any insurance required to be carried pursuant to this Section 17 may be carried under a policy or policies covering other liability and locations of the party obtaining the same; provided, however, that such policy or policies shall apply to the Parcel required to be insured by this Section 17 and in any amount not less than the amount of insurance required to be carried hereunder.

(d) Each party shall, from time to time upon the request of the other party, furnish to the other party policies or certificates evidencing such coverage, which policies or certificates shall state that such insurance coverage may not be reduced, canceled or allowed to expire without at least ten (10) days' prior written notice to each party hereto.

Section 18. Notices. All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed or one (1) day after deposit with a nationally recognized overnight courier or five (5) days after deposit in the U.S. mail if sent postage prepaid by United States registered or certified mail, return receipt requested, addressed as follows:

If to Crossroads of North Riverside : Crossroads of North Riverside Development, LLC
17475 Jovanna
Suite 2A
Homewood, Illinois 60430
Attention: James P. Gierczyk

With a copy to: Connelly Roberts & McGivney LLC
One North Franklin, Suite 1200
Chicago, Illinois 60606
Attention: Michael S. Roberts

If to Standard Bank : Standard Bank and Trust Company
7800 W 95th Street
Hickory Hills, Illinois 60457
Attention: Lawrence P. Kelley

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With a copy to:

James B. Carroll & Associates
2400 West 95th Street
Evergreen Park, Illinois 60805
Attention: James B. Carroll

Each party may change the name of the person or address to which notices and other communication are to be given by so notifying the other party.

Signature Page to Follow

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CROSSROADS OF NORTH RIVERSIDE DEVELOPMENT, LLC

By: 
James P. Gierczyk, Manager

STANDARD BANK AND TRUST COMPANY

By: _____
Title: _____

After recording, mail to: Michael S. Roberts
Connelly Roberts & McGivney LLC
One North Franklin, Suite 1200
Chicago, Illinois 60606

Prepared by: Michael S. Roberts
Connelly Roberts & McGivney LLC
One North Franklin, Suite 1200
Chicago, Illinois 60606

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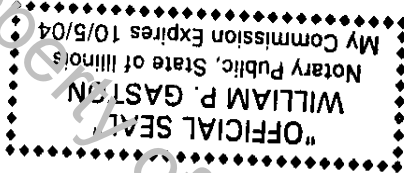
STATE OF ILLINOIS)

SS.

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that James P. Gierczyk, personally known to me to be the Manager of CROSSROADS OF NORTH RIVERSIDE DEVELOPMENT, LLC, a limited liability company of the State of Illinois, whose name is subscribed to the within Instrument, appeared before me this day in person and acknowledged that he signed and delivered the said Instrument as his free and voluntary act and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 15th day of January, 2004.



William P. Gaston
 Notary Public

My Commission Expires: _____

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 _____, personally known to me to be the _____ of STANDARD BANK AND TRUST COMPANY, an Illinois banking corporation whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that he signed and delivered the said Instrument as his free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this ____ day of January, 2004.

 Notary Public

My Commission Expires: _____

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CROSSROADS OF NORTH RIVERSIDE DEVELOPMENT, LLC

By: _____
James P. Gierczyk, Manager

STANDARD BANK AND TRUST COMPANY

By: *Anna Fardani*
Title: VICE PRESIDENT

After recording, mail to: Michael S. Roberts
Connelly Roberts & McGivney LLC
One North Franklin, Suite 1200
Chicago, Illinois 60606

Prepared by: Michael S. Roberts
Connelly Roberts & McGivney LLC
One North Franklin, Suite 1200
Chicago, Illinois 60606

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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 James P. Gierczyk, personally known to me to be the Manager of CROSSROADS OF NORTH RIVERSIDE DEVELOPMENT, LLC, a limited liability company of the State of Illinois, whose name is subscribed to the within Instrument, appeared before me this day in person and acknowledged that he signed and delivered the said Instrument as his free and voluntary act and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this ____ day of January, 2004.

Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

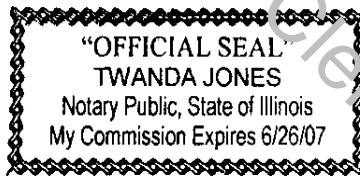
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that ANNA LORQUIN, personally known to me to be the VICE PRESIDENT of STANDARD BANK AND TRUST COMPANY, an Illinois banking corporation whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that he signed and delivered the said Instrument as his free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 16 day of January, 2004.

Twanda Jones

Notary Public

My Commission Expires: 6/26/07




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CONSENT OF MORTGAGEE

American Heartland Bank, a banking organization, organized and existing under the laws of Illinois, holder of a Mortgage dated July 25, 2003, and recorded August 7, 2003, as Document Number 0321941109, covering the Crossroads of North Riverside Parcel, hereby consents to the execution and recording of this Non-Exclusive Access Easement Agreement and agrees that such Mortgage is subject and subordinated thereto.

American Heartland
 IN WITNESS WHEREOF, Bank and Trust has caused this instrument to be signed
 by its duly authorized officers on its behalf at Sugar Grove, Illinois on this 6 day of
 January, 2004.

AMERICAN HEARTLAND BANK

By: 
 Name: Joseph C. Garro
 Title: Executive Vice President

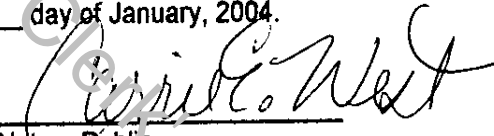
STATE OF ILLINOIS)

SS.

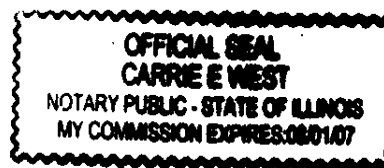
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Joseph C. Garro, personally known to me to be the Executive Vice President of AMERICAN HEARTLAND BANK, an Illinois banking corporation whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that he signed and delivered the said Instrument as his free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 6 day of January, 2004.


 Notary Public

My Commission Expires: _____



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CHICAGO TITLE INSURANCE COMPANY

Standard Bank Parcel

ORDER NUMBER: 1401 008168545 D1
STREET ADDRESS: 2190 S. FIRST AVENUE
CITY: NORTH RIVERSIDE **COUNTY:** COOK
TAX NUMBER: 15-23-400-002-0000

LEGAL DESCRIPTION:

LOT 1 IN CROSSROADS OF NORTH RIVERSIDE, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY OF THE ILLINOIS CENTRAL GULF RAILROAD, **EXCEPTING THAT PART TAKEN OR USED FOR 1ST AVENUE AND CERMAK ROAD, IN COOK COUNTY, ILLINOIS.**

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Exhibit B
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CHICAGO TITLE INSURANCE COMPANY

CROSSROADS OF NORTH RIVERSIDE PARCEL

ORDER NUMBER: 1401 008168545 D1
STREET ADDRESS: 2190 S. FIRST AVENUE
CITY: NORTH RIVERSIDE **COUNTY:** COOK
TAX NUMBER: 15-23-400-002-0000

LEGAL DESCRIPTION:

LOTS 2 AND 3 IN CROSSROADS OF NORTH RIVERSIDE, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY OF THE ILLINOIS CENTRAL GULF RAILROAD, **EXCEPTING THAT PART TAKEN OR USED FOR 1ST AVENUE AND CERMAK ROAD, IN COOK COUNTY, ILLINOIS.**

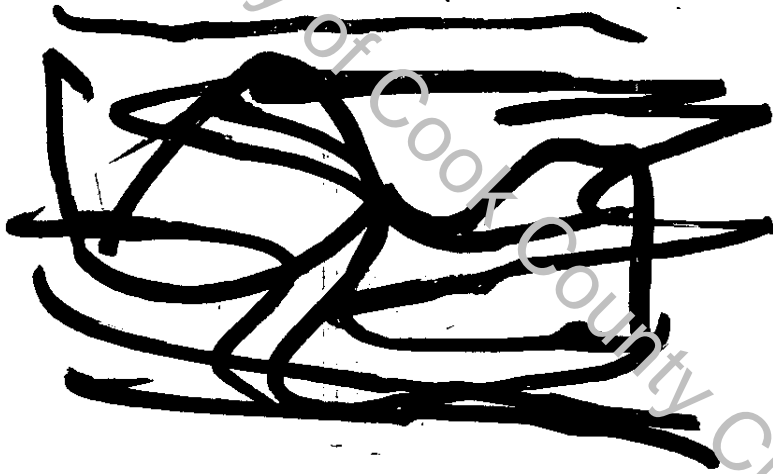
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EXHIBIT C

Site Plan

attached



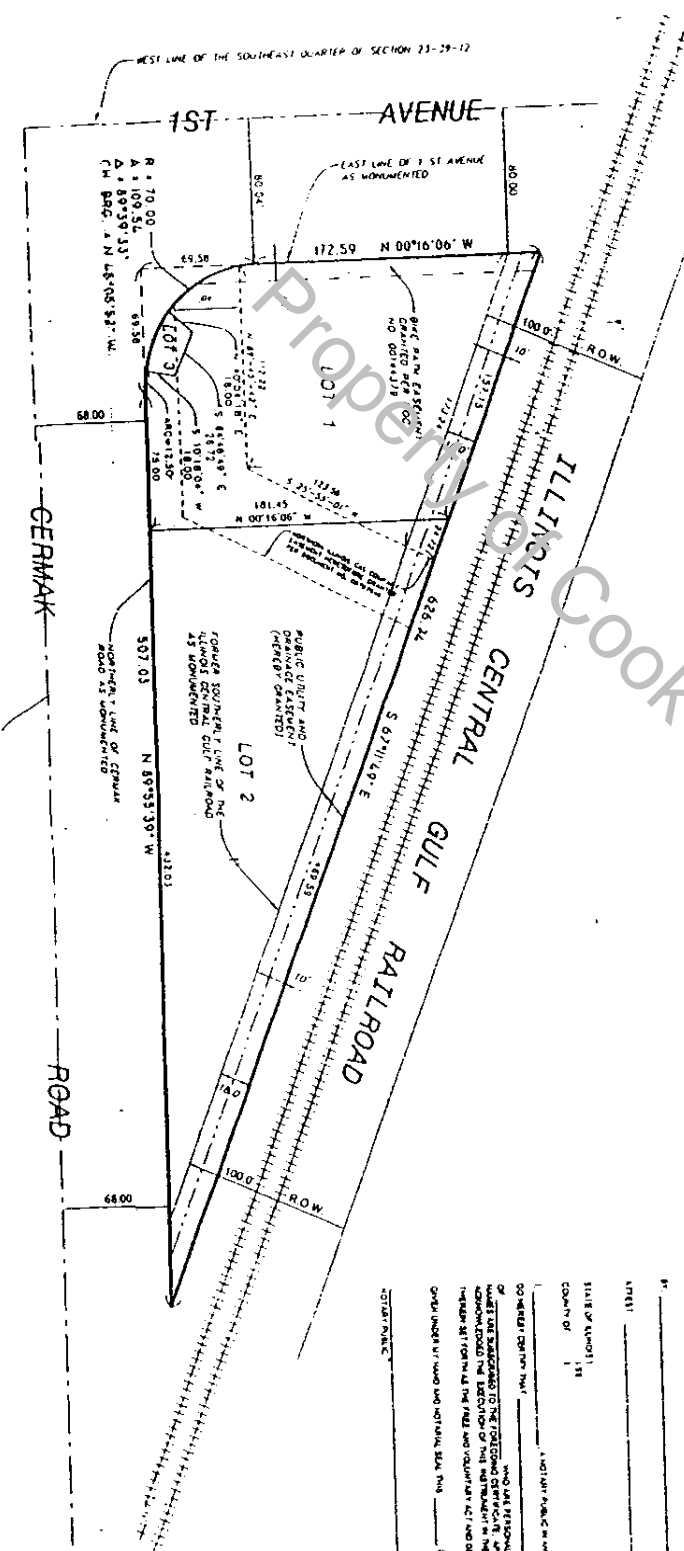
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**SURVEYORS
ENGINEERS**
737 West Exchange St. Suite 1L 60417
PH. 708.672.4994 FAX 708.672.3739

**CROSSROADS
OF
NORTH RIVERSIDE**

BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



STATE OF ILLINOIS
COUNTY OF _____

BEFORE ME, the undersigned authority, on this _____ day of _____, 20____, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

My commission expires _____ day of _____, 20__.

[Signature]
NOTARY PUBLIC

STATE OF ILLINOIS
COUNTY OF _____

BEFORE ME, the undersigned authority, on this _____ day of _____, 20____, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

My commission expires _____ day of _____, 20__.

[Signature]
NOTARY PUBLIC