

MORTGAGE

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THIS MORTGAGE ("Mortgage") made as of this 1st day of November, 1985 by New Edward Hines Lumber Co., an Illinois corporation having its chief executive offices at 200 South Michigan Avenue, Chicago, Illinois 60604 (hereinafter called "Mortgagor") to First National Bank of Chicago, a National Banking Association with an office located at One First National Plaza, Suite 0094, Chicago, Illinois 60670 (hereinafter called the "Mortgagee"):

W I T N E S S E T H:

WHEREAS, Mortgagor has executed and delivered to Mortgagee that certain Restated and Amended Loan and Security Agreement ("Loan Agreement") of even date herewith, pursuant to which Mortgagee may from time to time, extend certain credit and other financial accommodations to Mortgagor;

WHEREAS, pursuant to the Loan Agreement, Mortgagor has executed and delivered to Mortgagee (i) that certain Substituted Revolving Loan Note, of even date herewith, in the principal amount of Sixteen Million Dollars (\$16,000,000) (the "Revolving Loan Note") evidencing a portion of the indebtedness of Mortgagor to Mortgagee under the Loan Agreement, and (ii) that certain Substituted Fixed Asset Loan Note, of even date herewith, in the principal amount of Four Million Dollars (\$4,000,000) (the "Fixed Asset Loan Note") evidencing a portion of the indebtedness of Mortgagor to Mortgagee under the Loan Agreement (together, the Revolving Loan Note and Fixed Asset Loan Note shall hereinafter be referred to as the "Notes");

WHEREAS, as a condition to Mortgagee's extension of certain financial accommodations to Mortgagor, including without limitation, the extension of credit evidenced by the Notes, Mortgagee has required that Mortgagor enter into this Mortgage and grant to Mortgagee the liens and security interests referred to herein to secure (i) the payment of the principal amount of the indebtedness of Mortgagor to Mortgagee evidenced by the Notes, plus interest thereon; (ii) the payment of all of Mortgagor's indebtedness to Mortgagee other than that portion of such indebtedness evidenced by the Notes; and (iii) the payment and performance obligations described in this Mortgage (the indebtedness and other obligations of Mortgagor to Mortgagee described in the immediately preceding subsections (i), (ii) and (iii) shall hereinafter be referred to collectively as the "Liabilities");

WHEREAS, the Liabilities secured hereby shall not exceed \$21,000,000;

This document was prepared by:
Gary B. Stern
Sidley & Austin
One First National Plaza
Chicago, Illinois 60603

email to

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7020404 to 7020405

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WHEREAS, Mortgagor acknowledges and agrees that it shall directly benefit from the extension of credit by Mortgagee to Mortgagor under the Loan Agreement;

NOW, THEREFORE, to secure payment of the Liabilities and in consideration of One Dollar (\$1.00) in hand paid, receipt whereof is hereby acknowledged, Mortgagor does hereby grant, remise, release, alien, convey, mortgage and warrant to Mortgagee, its successors and assigns, the following described real estate in Cook County, Illinois:

See Exhibit A attached hereto and by this reference made a part hereof

which real estate, together with the property described in the next succeeding paragraph is herein called the "premises",

TOGETHER WITH all right, title and interest, including the right of use or occupancy, which Mortgagor may now have or hereafter acquire in and to (a) any lands occupied by streets, alleys, or public places adjoining said premises or in such streets, alleys or public places; (b) all improvements, tenements, hereditaments, gas, oil, minerals, easements, fixtures and appurtenances, and all other rights and privileges thereunto belonging or appertaining; (c) all apparatus, machinery, equipment, and appliances (whether single units or centrally controlled) of Mortgagor now or hereafter used to supply heat, gas, air conditioning, water, light, power, ventilation or refrigeration or to treat or dispose of refuse or waste; (d) all screens, window shades, blinds, wainscoting, storm doors and windows, floor coverings, and awnings of Mortgagor; (e) all apparatus, machinery, equipment and appliances of Mortgagor used or useful for or in connection with the maintenance and operation of said real estate or intended for the use or convenience of tenants, other occupants, or patrons thereof; (f) all items of furniture, furnishings, equipment, and personal property used or useful in the operation of said real estate; and (g) all replacements and substitutions for the foregoing whether or not any of the foregoing is or shall be on or attached to said real estate. It is mutually agreed, intended, and declared, that all of the aforesaid property owned by Mortgagor shall, so far as permitted by law, be deemed to form a part and parcel of said real estate and for the purpose of this Mortgage to be real estate and covered by this Mortgage. It is also agreed that if any of the property herein mortgaged is of a nature so that a security interest therein can be perfected under the Uniform Commercial Code, this instrument shall constitute a Security Agreement and Mortgagor agrees to execute, deliver and file or refile any financing statement, continuation statement, or other instruments Mortgagee may require from time to time to perfect or renew such security interest under the Uniform Commercial Code.

As additional security for the Liabilities secured hereby, Mortgagor does hereby pledge and assign to Mortgagee from and after the date hereof (including any period of redemption), primarily and on a parity with said real estate, and not secondarily, all the rents, issues and profits of the premises and all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing (including all deposits of money as advance rent, for security or as earnest money or as down-

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payment for the purchase of all or any part of the premises) under any and all present and future leases, contracts or other agreements relative to the ownership or occupancy of all or any portion of the premises and does hereby transfer and assign to Mortgagee all such leases and agreements (including all Mortgagor's rights under any contracts for the sale of any portion of the premises). Mortgagor agrees not to procure or accept the prepayment of any rents or other income from the premises for more than one month, except with the prior written consent of the Mortgagee. Mortgagor further agrees to execute and deliver such assignments of leases or assignments of land purchase contracts as Mortgagee may from time to time request. In the event of a default under the Loan Agreement or this Mortgage, (1) the Mortgagor agrees, upon demand, to deliver to the Mortgagee all leases, land purchase contracts and other agreements for the ownership or occupancy of any part of the premises, with such additional assignments thereof as the Mortgagee may request and agrees that the Mortgagee may assume the management of the premises and collect the rents and other income therefrom, applying the same upon the Liabilities and (2) the Mortgagor hereby authorizes and directs all tenants, purchasers or other persons occupying or otherwise acquiring any interest in any part of the premises to pay all rents and other income due under said leases and agreements to the Mortgagee upon request of the Mortgagee. Mortgagor hereby appoints Mortgagee as its true and lawful attorney in fact to manage said property and collect the rents and other income, with full power to bring suit for collection of said rents and possession of said property, giving and granting unto said Mortgagee and unto its agent or attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in the protection of the security hereby conveyed; provided, however, that this power of attorney and assignment of rents shall not be construed as an obligation upon said Mortgagee to make or cause to be made any repairs that may be needful or necessary. Mortgagee shall receive such rents and other income of said premises, out of which it shall pay: (1) reasonable charges for collection hereunder, costs of necessary repairs and other costs requisite and necessary during the continuance of this power of attorney and assignment of rents, (2) general and special taxes, insurance premiums and all of the Liabilities. This power of attorney and assignment of rents shall be irrevocable until this Mortgage shall have been satisfied and released of record and the releasing of this Mortgage shall act as a revocation of this power of attorney and assignment of rents. Mortgagee shall have and hereby expressly reserves the right and privilege (but assumes no obligation) to demand, collect, sue for, receive and recover all rents, profits, revenues, royalties, bonuses, rights and benefits under any and all oil, gas, or mineral leases of the premises, or any part thereof, now existing or hereafter made, and apply the same upon the Liabilities hereby secured, either before or after default hereunder.

Nothing herein contained shall be construed as constituting the Mortgagee a mortgagee-in-possession in the absence of the taking of actual possession of the premises by the Mortgagee. In the exercise of the powers herein granted the Mortgagee, no liability shall be asserted or enforced against the Mortgagee (other than liability arising out of Mortgagee's gross negligence or willful or wanton

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miaconduct), all such liability being expressly waived and released by Mortgagor.

TO HAVE AND TO HOLD the premises, properties, rights and privileges hereby conveyed or assigned, or intended so to be, unto Mortgagee, its successors and assigns, forever for the uses and purposes herein set forth. Mortgagor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois and Mortgagor hereby covenants that, at the time of the ensealing and delivery of these presents, Mortgagor is well seized of said real estate and premises in fee simple, and with full legal and equitable title to the mortgaged property, with good right, full power and lawful authority to sell, assign, convey and mortgage the same, and that it is free and clear of encumbrances, except as described on Exhibit B attached hereto and made a part hereof, and that Mortgagor will forever defend the same against all lawful claims.

The following provisions shall also constitute an integral part of this Mortgage:

1. Mortgagor agrees to pay, when due or declared due, all of the liabilities secured hereby.

2. Mortgagor hereby covenants and represents that:

(a) Mortgagor is duly authorized to make and enter into this Mortgage and to carry out the transactions contemplated herein.

(b) This Mortgage has been duly executed and delivered pursuant to authority legally adequate therefor; Mortgagor has been and is authorized and empowered by all necessary persons having the power of direction over it to execute and deliver said instrument; said instrument is a legal, valid and binding obligation of Mortgagor, enforceable in accordance with its terms, subject, however, to bankruptcy and other law, decisional or statutory, of general application affecting the enforcement of creditors' rights, and to the fact that the availability of the remedy of specific performance or of injunctive relief in equity is subject to the discretion of the court before which any proceeding therefor may be brought.

(c) Mortgagor is not now in default under any instruments or obligations relating to the premises and no party has asserted any claim of default against Mortgagor relating to the premises.

(d) The execution and performance of this Mortgage and the consummation of the transactions hereby contemplated will not result in any breach of, or constitute a default under, any mortgage, lease, bank loan, or credit agreement, trust indenture, or other instrument to which Mortgagor is a party or by which it may be bound or affected; nor do any such instruments impose or contemplate any obligations which are or may be inconsistent with any other obligations imposed on Mortgagor under any other instrument(s) heretofore or hereafter delivered by Mortgagor.

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(e) There are no actions, suits or proceedings (including, without limitation, any condemnation or bankruptcy proceedings) pending or threatened against or affecting Mortgagor or the premises, or which may adversely affect the validity or enforceability of this Mortgage, at law or in equity, or before or by any governmental authority; Mortgagor is not in default with respect to any writ, injunction, decree or demand of any court or any governmental authority affecting the premises.

3. Mortgagor agrees (a) not to abandon the premises; (b) to keep the premises in good, safe and insurable condition and repair and not to commit or suffer waste; (c) to refrain from impairing or diminishing the value of this Mortgage; and (d) except as otherwise permitted in subsection 8.8 of the Loan Agreement, neither to make nor to permit structural or other substantial alterations in the buildings or any substantial construction on the premises without the written consent of Mortgagee.

4. Mortgagor agrees to pay, not later than the due date and before any penalty or interest attaches, all general taxes and all special taxes, special assessments, water, drainage and sewer charges and all other charges, of any kind whatsoever, ordinary or extraordinary, which may be levied, assessed or imposed on or against the premises and, at the request of Mortgagee, to exhibit to Mortgagee, official receipts evidencing such payments; provided, however, that in the case of any special assessment (or other imposition in the nature of a special assessment) payable in installments, each installment thereof shall be paid prior to the date on which each such installment becomes due and payable.

5. Mortgagor agrees that, if the United States or the State of Illinois or any of their subdivisions having jurisdiction shall levy, assess, or charge any tax, assessment or imposition upon this Mortgage or the credit or indebtedness secured hereby or the interest of Mortgagee in the premises or upon Mortgagee by reason of or as holder of any of the foregoing then, Mortgagor shall pay (or reimburse Mortgagee for) such taxes, assessments or impositions and, unless all such taxes, assessments and impositions are paid or reimbursed by Mortgagor when and as they become due and payable, all sums hereby secured shall become immediately due and payable, at the option of Mortgagee, notwithstanding anything contained herein or in any law heretofore or hereafter enacted. Mortgagor agrees to exhibit to Mortgagee, at least annually and at any time upon request, official receipts showing payment of all taxes, assessments and charges which Mortgagor is required or elects to pay hereunder.

6. (a) Mortgagor agrees to maintain in force at all times insurance on the premises against fire, explosion and such other risks usually insured against by owners of like properties in an amount not less than one hundred percent (100%) of the full insurable value of the mortgaged premises.

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(b) Mortgagor will also maintain Flood Insurance, if required by Mortgagee, pursuant to a designation of the area in which the mortgaged premises are located as flood prone or a flood risk area, as defined by the Flood Disaster Protection Act of 1973, as amended, in an amount to be reasonably determined by the Mortgagee from time to time, when appropriate, as well as comply with any additional requirements of the National Flood Insurance Program as set forth in said Act.

(c) All such insurance shall be written by companies and on forms with endorsements satisfactory to Mortgagee, all with suitable loss-payable and standard non-contribution mortgagee clauses in favor of Mortgagee (or, in case of a foreclosure sale, in favor of the owner of the certificate of sale) attached, and certified copies of the policies evidencing the same shall be kept constantly deposited with Mortgagee. All said policies shall provide for, among other things, written notice to Mortgagee of their expiration or any anticipated cancellation at least thirty (30) days prior to such event occurring. Not less than thirty (30) days prior to the expiration of any such policy, a certified copy of an appropriate renewal policy shall be deposited with Mortgagee. In case of loss, Mortgagee is authorized to collect all insurance proceeds and apply them, at its option, to the reduction of the Liabilities hereby secured, whether due or not then due, provided, however, that unless a default has occurred under this Mortgage, Mortgagee agrees to allow Mortgagor to use such insurance proceeds, or a portion thereof, to repair the damage or restore the improvements if (i) the costs of such repair or restoration are less than five percent (5%) of the current market value of the premises or (ii) the costs of such repair or restoration exceed five percent (5%) of the current market value of the premises and such repair or restoration, in the reasonable business judgment of both Mortgagor and Mortgagee, is beneficial to the business and financial condition of Mortgagor.

(d) Mortgagor shall notify Mortgagee, in writing, of any loss to the premises covered by insurance and Mortgagor hereby directs each insurance company to make payment for such loss directly and solely to Mortgagee; and Mortgagor agrees that any payment which is delivered, for any reason, to Mortgagor shall be held in trust for Mortgagee and promptly delivered in the form received (except for any necessary endorsements thereon) to Mortgagee.

7. Mortgagor agrees that it will comply with all restrictions affecting the premises and with all laws, ordinances, acts, rules, regulations and orders of any legislative, executive, administrative or judicial body, commission or officer (whether federal, state or local) exercising any power of regulation or supervision over Mortgagor, or any part of the premises, whether the same be directed to the repair thereof, manner of use thereof, structural alteration of buildings located thereon, or otherwise, provided, however, that Mortgagor's non-compliance with any such restrictions, laws, ordinances, acts, rules, regulations and orders shall not be a default under this Mortgage if (i) Mortgagor notifies Mortgagee of such non-compliance immediately upon learning of such non-compliance and (ii) Mortgagee determines, in its sole judgment, that

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such non-compliance does not impair or adversely affect Mortgagee's lien on the premises or rights and remedies under this Mortgage.

8. Mortgagor agrees that, if the United States Government or any department, agency or bureau thereof or the State of Illinois or any of its subdivisions shall at any time require documentary stamps to be affixed to the Mortgage, Mortgagor will, upon request, pay for such stamps in the required amount and deliver them to Mortgagee, and Mortgagor agrees to indemnify Mortgagee against liability on account of such documentary stamps, whether such liability arises before or after payment of the Liabilities and regardless whether this Mortgage shall have been released.

9. Promptly following, but not later than ninety days after, the close of each fiscal year Mortgagor will furnish to Mortgagee a detailed report, certified to be true and correct by Mortgagor, containing a statement in detail of the complete rental or sales status of the premises; the name or names of all owners, contract purchasers, tenants, subtenants and other occupants of or owners of interests in the premises; the dates and terms of all land sales contracts, leases, subleases and other occupancy agreements; the floor and rentable area in square feet and the location of each tenant's, subtenant's and other occupant's space; and rentals or sales prices being paid.

10. In the event Mortgagor fails to pay any real estate tax or required insurance premium related to the premises when due, Mortgagor agrees, upon Mortgagee's request, to thereafter make monthly deposits in an interest-bearing account, which account shall be pledged to Mortgagee, at a bank or similar financial institution acceptable to Mortgagee, of an amount equal to the sum of 1/12th of the annual general real estate taxes levied on the premises and 1/12th of the annual premium required to maintain insurance in force on the premises in accordance with the provisions of this Mortgage, the amount of such taxes and premiums, if unknown, to be estimated on the basis of the previous year's taxes or premiums, if any, or by such person or corporation as is acceptable to Mortgagee. Mortgagor shall provide Mortgagee with the original real estate tax bill or insurance invoice not later than ten (10) days before the payment is due and shall concurrently deposit at a bank or similar financial institution acceptable to Mortgagee an amount equal to the difference between the amount available in the aforesaid escrow account for such payment (giving effect to other taxes or expenses which are also to be paid from said account) as shown on Mortgagee's records and the amount required to be paid. Provided that no default has occurred, funds in such account (including the supplemental deposits required by the preceding sentence) shall be used by Mortgagor to pay such taxes and premiums on their respective due dates. From and after the occurrence of a default under this Mortgage, Mortgagor will pay such funds to Mortgagee for application on the Liabilities. Mortgagee, in its sole discretion, may waive from time to time the requirement that such deposits be made, and if Mortgagee shall at any time waive such requirement, Mortgagor shall furnish Mortgagee with copies of paid tax receipts and insurance premium receipts not later than five (5) days before the payment is due.

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11. Mortgagor agrees faithfully to perform all of its obligations under all present and future leases or other agreements relative to the occupancy of the premises at any time assigned to Mortgagee by separate instrument as additional security, and to refrain from any action or inaction which would result in termination of any such leases or agreements or in the diminution of the value thereof or of the rents or revenues due thereunder. Mortgagor further agrees that any lease of the premises made after the date of recording of this Mortgage shall contain a covenant to the effect that such lessee shall, at Mortgagee's option, agree to attorn to Mortgagee as lessor and, upon demand, to pay rent to Mortgagee.

12. If any building or other improvement now or hereafter erected on the premises shall be destroyed or damaged by fire or any other cause, whether insured or uninsured, Mortgagee shall have the right (subject to Mortgagor's agreement with respect to the use of insurance proceeds pursuant to subsection 6(c) above) either to apply any insurance proceeds or other recovery related to said loss to a reduction of the indebtedness hereby secured or to require Mortgagor to restore or rebuild such building or other improvement with materials and workmanship of as good quality as existed before such damage and destruction to substantially their former state, commencing the work of restoration or rebuilding as soon as possible and proceeding diligently with it until completion. Plans and specifications for the restoration as herein required shall be submitted to Mortgagee prior to commencement of work and shall be subject to reasonable approval of Mortgagee.

13. Mortgagor agrees to indemnify Mortgagee from all loss, damage and expense, including reasonable attorneys' and paralegals' fees and expenses and the costs of any settlement or judgment, incurred in connection with any suit or proceeding in or to which Mortgagee may be made a party for the purpose of protecting the lien of this Mortgage and all such fees, expenses and costs shall be additional liabilities secured hereby.

14. Mortgagor agrees that, if at any time it shall become aware of the institution of condemnation proceedings against the premises or any part thereof, it shall immediately inform Mortgagee of the pendency of such proceedings. Mortgagee may, at its option, participate in such proceedings, and Mortgagor agrees to provide Mortgagee with any evidence that Mortgagee may seek in connection with such proceedings. Mortgagor hereby assigns to Mortgagee, as additional security, all awards of damage resulting from condemnation proceedings or the taking of or injury to the premises for public use, and Mortgagor agrees that the proceeds of all such awards shall be paid to Mortgagee and may be applied by Mortgagee, at its option, after the payment of all its expenses in connection with such proceedings, including reasonable attorneys' fees and expenses, to the reduction of the liabilities hereby secured, and Mortgagee is hereby authorized and deliver valid acquittance for and to appeal from any such award.

15. Mortgagor agrees that, from and after the occurrence of a default under this Mortgage, Mortgagee may,

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but need not, make any payment or perform any act hereinbefore required of Mortgagor, in any form and manner deemed expedient after reasonable inquiry into the validity thereof. By way of illustration and not in limitation of the foregoing, Mortgagee may, but need not, (i) make full or partial payments of insurance premiums which are unpaid by Mortgagor, coordinate liens or encumbrances, if any, and (ii) purchase, discharge, compromise or settle any tax lien or any other lien, encumbrance, suit, proceeding, title or claim thereof, or (iii) redeem all or any part of the premises from any tax or assessment. All money paid for any of the purposes herein authorized and all other moneys advanced by Mortgagee to protect the premises and the lien hereof shall be additional Liabilities secured hereby and shall become immediately due and payable without notice and shall bear interest at the then applicable interest rate under the Loan Agreement ("Interest Rate") until paid to Mortgagee in full. In making any payment hereby authorized relating to taxes, assessments or prior or coordinate liens or encumbrances, Mortgagee shall be the sole judge of the legality, validity and priority thereof and of the amount necessary to be paid in satisfaction thereof.

16. Mortgagee, or any person designated by Mortgagee in writing, shall have the right, from time to time hereafter, to call at the premises (or at any other place where information relating thereto is kept or located) during reasonable business hours and, without hindrance or delay, to make such inspection and verification of the premises, and the affairs, finances and business of Mortgagor in connection with the premises, as Mortgagee may consider reasonable under the circumstances, and to discuss the same with any agents or employees of Mortgagor.

17. Any of the following occurrences or acts shall constitute an event of default under this Mortgage ("default"): (i) the occurrence of a "Default" under the Loan Agreement (whether in payment or otherwise) which is not cured under applicable grace periods, if any; (ii) Mortgagor (regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency or other proceedings, at law, in equity, or before any administrative tribunal, which have prevented or might have the effect of preventing Mortgagor from complying with the terms of this Mortgage) shall fail to observe or perform any of Mortgagor's covenants, agreements or obligations under this Mortgage and such default shall continue for thirty (30) days after written or oral notice thereof from Mortgagee; (iii) a default shall occur under any other document, agreement or instrument between Mortgagor and Mortgagee which is not cured under the applicable grace period contained in such document, agreement or instrument, if any; (iv) except as permitted herein, Mortgagor sells or transfers all or part of the premises in any way; or (v) the premises or a substantial part thereof shall have been abandoned for thirty (30) consecutive days. If any such default shall have occurred, then, to the extent permitted by applicable law, the following provisions shall apply:

(a) All sums secured hereby shall, at the option of Mortgagee, become immediately due and payable without presentment, demand or further notice.

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(b) It shall be lawful for Mortgagee to (i) immediately sell the premises either in whole or in separate parcels, as prescribed by Illinois law, under power of sale, which power is hereby granted to Mortgagee to the full extent permitted by Illinois law, and thereupon, to make and execute to any purchaser(s) thereof deeds of conveyance pursuant to applicable law or (ii) immediately foreclose this Mortgage. The court in which any proceeding is pending for the purpose of foreclosure of this Mortgage may, at once or at any time thereafter, either before or after sale, without notice and without requiring bond, and without regard to the solvency or insolvency of any person liable for payment of the Liabilities secured hereby, and without regard to the then value of the premises or the occupancy thereof as a homestead, appoint a receiver (the provisions for the appointment of a receiver and assignment of rents being an express condition upon which the loan hereby secured is made) for the benefit of Mortgagee, with power to collect the rents, issues and profits of the premises, due and to become due, during such foreclosure suit and the full statutory period of redemption notwithstanding any redemption. The receiver, out of such rents, issues and profits when collected, may pay costs incurred in the management and operation of the premises, prior and coordinate liens, if any, and taxes, assessments, water and other utilities and insurance, then due or thereafter accruing, and may make and pay for any necessary repairs to the premises, and may pay all or any part of the Liabilities or other sums secured hereby or any deficiency decree entered in such foreclosure proceedings.

(c) Mortgagee shall, at its option, have the right, acting through its agents or attorneys, either with or without process of law (to the extent permitted by applicable law), forcibly or otherwise, to enter upon and take possession of the premises, expel and remove any persons, goods, or chattels occupying or upon the same, to collect or receive all the rents, issues and profits thereof and to manage and control the same, and to lease the same or any part thereof, from time to time, and, after deducting all reasonable attorneys' fees and expenses and all reasonable expenses incurred in the protection, care, maintenance, management and operation of the premises, apply the remaining net income upon the Liabilities or other sums secured hereby or upon any deficiency decree entered in any foreclosure proceedings.

18. In any foreclosure of this Mortgage by action, or any sale of the premises by advertisement, there shall be allowed (and included in the decree for sale in the event of a foreclosure by action), to be paid out of the rents or the proceeds of such foreclosure proceeding or sale:

(a) all of the Liabilities and other sums secured hereby which then remain unpaid;

(b) all other items advanced or paid by Mortgagee pursuant to this Mortgage, with interest thereon at the Interest Rate from the date of advancement; and

(c) all reasonable court costs, attorneys' and paralegals' fees and expenses, appraiser's fees, advertising costs, notice expenses, expenditures for documentary and

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expert evidence, stenographer's charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches and examinations, title guarantees, title insurance policies, Torrens certificates and similar data with respect to title which Mortgagee may deem necessary. All such expenses shall become additional Liabilities secured hereby and immediately due and payable, with interest thereon at the Interest Rate, when paid or incurred by Mortgagee in connection with any proceedings, including but not limited to probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured or in connection with the preparations for the commencement of any suit for the foreclosure, whether or not actually commenced, or sale by advertisement. The proceeds of any sale (whether through a foreclosure proceeding or Mortgagee's exercise of the power of sale) shall be distributed and applied to its items described in (a), (b), and (c) of this paragraph, as Mortgagee may in its sole discretion determine, and any surplus of the proceeds of such sale shall be paid to Mortgagor.

19. Each remedy or right of Mortgagee shall not be exclusive of or shall be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay in the exercise or omission to exercise any remedy or right accruing on any default shall impair any such remedy or right or be construed to be a waiver of any such default or acquiescence therein, nor shall it affect any subsequent default of the same or in different nature. Every such remedy or right may be exercised concurrently or independently and when and as often as may be deemed expedient by Mortgagee.

20. If more than one property, lot or parcel is covered by this Mortgage, and if this Mortgage is foreclosed upon, or judgment is entered upon any obligation secured hereby, or if Mortgagee exercises its power of sale, execution may be made upon or Mortgagee may exercise its power of sale against any one or more of the properties, lots or parcels and not upon the others, or upon all of such properties or parcels, either together or separately, and at different times or at the same time, and execution sales or sales by advertisement may likewise be conducted separately or concurrently, in each case at Mortgagee's election.

21. In the event of a foreclosure of this Mortgage the Liability then due the Mortgagee shall not be merged into any decree of foreclosure entered by the court, and Mortgagee may concurrently or subsequently seek to foreclose one or more mortgages which also secure said Liabilities.

22. Mortgagor agrees that, upon request of Mortgagee from time to time, it will execute, acknowledge and deliver all such additional instruments and further assurances of title and will do or cause to be done all such further acts and things as may reasonably be necessary to fully effectuate the intent of this Mortgage.

23. All notices, demands, consents, requests, approvals, undertakings or other instruments required or permitted to be given in connection with this Mortgage shall

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be in writing and shall be sent by United States registered or certified mail, addressed as follows:

if to Mortgagor:

New Hines Partners, Ltd.
200 South Michigan Avenue
Suite 1200
Chicago, Illinois 60604
Attn: Edward Hines

with a copy to:

Wildman, Harrold, Allen & Dixon
One IBM Plaza
Chicago, Illinois 60611
Attn: Stewart S. Dixon

if to Mortgagee:

First National Bank of Chicago
One First National Plaza
Suite 0094
Chicago, Illinois 60670
Attn: Dennis E. Harrison

with a copy to:

Sidley & Austin
One First National Plaza
Chicago, Illinois 60603
Attn: James E. Clark

Mortgagor or Mortgagee shall, from time to time, have the right to specify as the proper addressee and/or address for the purposes of this Mortgage any other address in the United States upon giving ten (10) days' written notice thereof.

24. Mortgagor agrees that, without affecting the liability of any person for payment of the Liabilities secured hereby or affecting the lien of this Mortgage upon the premises or any part thereof (other than persons or property explicitly released as a result of the exercise by Mortgagee of its rights and privileges hereunder), Mortgagee may at any time and from time to time, on request of the Mortgagor, without notice to any person liable for payment of any Liabilities secured hereby, extend the time, or agree to alter the terms of payment of such Liabilities.

25. Mortgagor agrees that this Mortgage is to be construed and governed by the laws of the State of Illinois. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Mortgage shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage.

26. Upon full payment of all sums secured hereby or upon application on the Liabilities of the proceeds of any sale of the premises in accordance with the provisions

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of this Mortgage, at the time and in the manner provided, this conveyance shall be null and void and, upon demand therefor following such payment, a satisfaction of mortgage shall, in due course, be provided by Mortgagee to Mortgagor.

27. This Mortgage shall be binding upon the Mortgagor and upon the successors, assigns and vendees of the Mortgagor and shall inure to the benefit of the Mortgagee's successors and assigns. All references herein to the Mortgagor and to the Mortgagee shall be deemed to include their successors and assigns. Mortgagor's successors and assigns shall include, without limitation, a receiver, trustee or debtor in possession of or for the Mortgagor. Wherever used, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.

28. Mortgagor represents that it has been authorized to and Mortgagor does hereby, waive (to the full extent permitted under Illinois law) any and all statutory or equitable rights of redemption from sale by advertisement or sale under any order or decree of foreclosure of this Mortgage on behalf of Mortgagor and each and every person, except decree or judgment creditors of Mortgagor, acquiring any interest in or title to the premises subsequent to the date hereof.

29. Mortgagor shall not permit any liens or security interests (including any mechanics' or materialmen's liens), other than those described on Exhibit B attached hereto or those in favor of Mortgagee or an affiliate of Mortgagee, to be filed or attached to the premises without the written consent of Mortgagee, and Mortgagor shall not sell, convey, refinance or otherwise dispose of all or any part of the premises without the prior written consent of Mortgagee. If Mortgagor does sell, convey, refinance or otherwise dispose of all or any part of the premises without the prior written consent of Mortgagee, Mortgagee may elect, by notice in writing to Mortgagor, to declare all of the Liabilities, or any part thereof, and all other sums secured hereby to be and to become due and payable immediately upon the giving of such notice.

IN WITNESS WHEREOF, this instrument is executed as of the day and year first above written by Edward Hines on behalf of Mortgagor (and said person hereby represents that he possessed full power and authority to execute this instrument).

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THE MORTGAGOR HEREBY DECLARES AND ACKNOWLEDGES
THAT THE MORTGAGOR HAS RECEIVED, WITHOUT CHARGE, A TRUE COPY
OF THIS MORTGAGE.

NEW EDWARD HINES LUMBER CO.

By 
Edward Hines, President

Witnesses:


(Name)


(Name)

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 1st day of November, 1985, before me appeared Edward Hines to me personally known, who, being by me duly sworn, did say that he is the President of New Edward Hines Lumber Co., a corporation of the State of Illinois, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors; and said Edward Hines acknowledged said instrument to be the free act and deed of said limited corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



Notary Public

My term expires: My Commission Expires Aug 14, 1987

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EXHIBIT A
TO
MORTGAGE

Dated November 1, 1985

Legal Description of the Premises:

COOK COUNTY, ILLINOIS

TRACT 1: 5249 S. Archer Avenue
Chicago, IL 60632

Permanent Tax Number:
19-10-313-002-0000

THE NORTH 1/2 OF BLOCK 12 IN W. F. KAISER AND COMPANY'S ARDALE SUBDIVISION OF THE WEST 1/2 OF THE SOUTH WEST 1/4 AND THE WEST 3/4 OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 10, TOWNSHIP 26 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT RAILROAD RIGHT OF WAY), IN COOK COUNTY, ILLINOIS.

TRACT 2: 4901 W. 25th Place
Cicero, Illinois 60650

Permanent Tax Number:
16-28-229-012-0000

LOTS 117 TO 131 BOTH INCLUSIVE; THE NORTH 1/2 OF VACATED ALLEY LYING SOUTH AND ADJOINING SAID LOTS 117 TO 131, BOTH INCLUSIVE; THE VACATED SOUTH 49TH AVENUE LYING BETWEEN AND ADJOINING LOTS 118 AND 119, ALL IN BENJAMIN F. STAUFFER'S ADDITION TO MORTON PARK, A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. (EXCEPT FROM THE ABOVE THE FOLLOWING: (A) THE NORTH 87 FEET OF LOTS 117 AND 118, ALSO (B) THE NORTH 19 FEET OF LOTS 119 TO 131 BOTH INCLUSIVE, ALSO (C) THE NORTH 87 FEET OF THE EAST 57 FEET OF VACATED SOUTH 49TH AVENUE AS PER ORDINANCE DOCUMENT 5317466, ALSO (D) A TRACT OF LAND IN AFORESAID LOTS 119, 120 AND AFORESAID VACATED 49TH AVENUE AS PER ORDINANCE DOCUMENT 5317466 LYING BETWEEN A LINE WHICH IS 19 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF AFORESAID LOTS 119, 120 AND AFORESAID VACATED 49TH AVENUE AND A LINE BEGINNING AT A POINT 19 FEET SOUTH OF THE NORTH LINE OF LOT 120 AND 1 FOOT WEST OF THE EAST LINE OF SAID LOT 120 AND EXTENDS SOUTHEASTERLY TO A POINT 3 FEET EAST OF THE EAST LINE OF SAID LOT 119 AND 25 FEET SOUTH OF THE NORTH LINE OF AFORESAID VACATED 49TH AVENUE, THENCE SAID LINE EXTENDS SOUTHEASTERLY TO A POINT 9 FEET EAST OF THE EAST LINE OF SAID LOT 119 AND 31 FEET SOUTH OF THE NORTH LINE OF AFORESAID VACATED 49TH AVENUE, ALSO (E) THE NORTH 19 FEET OF THE WEST 9 FEET OF VACATED SOUTH

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49TH AVENUE AS PER ORDINANCE, DOCUMENT 5317466, ALL IN COOK COUNTY, ILLINOIS

ALSO

THAT PART OF LOTS 143 TO 164, BOTH INCLUSIVE AND LOTS 167 TO 169, BOTH INCLUSIVE;

AND

THE EAST 325 FEET OF THE SOUTH 1/2 OF FORMER EAST AND WEST ALLEY VACATED BY ORDINANCE PASSED NOVEMBER 17, 1913 AND RECORDED AS DOCUMENT 5317466 ADJOINING THE NORTH SIDE OF LOTS 152 TO 164 BOTH INCLUSIVE

AND

THE WEST 41 FEET OF THE SOUTH 1/2 OF FORMER EAST AND WEST ALLEY VACATED BY ORDINANCE PASSED NOVEMBER 17, 1913 AND RECORDED AS DOCUMENT 5317466 ADJOINING THE NORTH SIDE OF LOT 169 AND

PART OF FORMER SOUTH 49TH AVENUE VACATED BY ORDINANCE PASSED NOVEMBER 17, 1913 AND RECORDED AS DOCUMENT 5317466

ALL BEING PART OF BENJAMIN F. STAUFFER'S ADDITION TO MORTON PARK, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH WEST CORNER OF LOT 142 OF SAID STAUFFER'S ADDITION; THENCE EAST IN THE SOUTH LINE OF SAID LOTS 142 AND 143, 58.35 FEET TO A POINT 10 FEET RADIALLY DISTANT NORTHWESTERLY FROM THE CENTER LINE OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY SPUR TRACK REFERRED TO AS ICC NO. 5-291 AND THE TRUE POINT OF BEGINNING; THENCE FROM SAID TRUE POINT OF BEGINNING NORTHEASTERLY ALONG A CURVE TO LEFT, HAVING A RADIUS OF 256.84 FEET, A DISTANCE OF 205.19 FEET TO THE NORTH LINE OF LOT 150; THENCE EAST IN THE NORTH LINE OF LOTS 150 AND 151 TO THE EAST LINE OF LOT 151, A DISTANCE OF 48.47 FEET; THENCE NORTH IN THE NORTH PROLONGATION OF SAID EAST LINE OF LOT 151 A DISTANCE OF 7 FEET TO THE CENTER LINE OF SAID VACATED ALLEY; THENCE EAST ALONG THE CENTER LINE OF SAID VACATED ALLEY, 432.30 FEET; THENCE SOUTH AT RIGHT ANGLES TO THE LAST COURSE 60 FEET MORE OR LESS TO A POINT 39.00 FEET NORTHWESTERLY, PERPENDICULARLY DISTANT FROM THE CENTER LINE OF SAID RAILROAD COMPANY'S MOST NORTHERN MAIN TRACK; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE 640 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TRACT 3: 5401 N. Wolcott Avenue
Chicago, IL 60640

Permanent Tax Numbers:
14-07-201-008-0000
14-07-201-021-0000

THAT PORTION OF PARCEL "A" BELOW DESCRIBED, LYING EAST AND SOUTH OF THE EAST RAIL OF THE LEAD SPUR TRACK OF THE CHICAGO AND NORTH WESTERN RAILWAY ENTERING THE CONSOLIDATED COMPANY:

PARCEL "A":

THE SOUTH 1/2 OF BLOCK 7 (EXCEPT THE EAST 150 FEET THEREOF CONVEYED TO CHICAGO AND NORTHWESTERN RAILWAY COMPANY) IN NICHOLAS HILLER'S BALMORAL SUBDIVISION OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 (EXCEPT THE NORTH 25 FEET) WEST OF RAILROAD IN SECTION 7, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING FROM SAID PARCEL A

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THE FOLLOWING PIECE OF PROPERTY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 1/2 OF SAID BLOCK 7 AND THE WEST LINE OF THE EAST 150 FEET OF SAID BLOCK 7 CONVEYED TO THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY, BY DEED FROM JOHN H. MILLER AND OTHERS DATED MARCH 10, 1902 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS MARCH 19, 1902 AS DOCUMENT 3219459 IN BOOK 7705, PAGE 159; THENCE SOUTH ALONG THE WEST LINE OF SAID EAST 150 FEET OF BLOCK 7; 54 FEET 1 1/4 INCHES; THENCE WEST IN A LINE PARALLEL TO THE NORTH LINE OF SAID SOUTH 1/2 OF SAID BLOCK 7 TO THE EAST RAIL OF THE LEAD SPUR TRACK OF THE CHICAGO AND NORTH WESTERN RAILWAY ENTERING THE CONSOLIDATED COMPANY; THENCE NORTH EASTERLY ALONG SAID EAST RAIL TO THE NORTH LINE OF SAID SOUTH 1/2 OF BLOCK 7; THENCE EASTERLY ALONG SAID NORTH LINE OF THE SOUTH 1/2 OF BLOCK 7 TO THE POINT OF BEGINNING. ALL IN COOK COUNTY, ILLINOIS.

TRACT 4: 1613 Church Street
Evanston, IL 60201

Permanent Tax Number:
10-13-222-003-0000

THAT PART OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE SOUTH LINE OF THE NORTH 283 FEET OF SAID SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 13, 273.94 FEET WEST OF THE EAST BOUNDARY LINE OF SAID SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 13, MEASURED ON THE SOUTH LINE OF SAID NORTH 283 FEET OF SAID SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4; THENCE IN A SOUTHERLY DIRECTION IN A STRAIGHT LINE TO A POINT IN THE SOUTH LINE OF SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 13, 273.94 FEET WEST OF THE SOUTH EAST CORNER OF SAID SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 13, THENCE WEST ON THE SOUTH LINE OF SAID SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 13, TO THE EAST LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTH WESTERN RAILWAY, THENCE IN A NORTHEASTERLY DIRECTION ON THE SOUTHEASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTH WESTERN RAILWAY TO A POINT IN THE SOUTH LINE OF THE NORTH 283 FEET OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 13, WHICH IS 406.39 FEET WEST OF THE EAST LINE OF THE SAID SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 13, MEASURED ON THE SAID SOUTH LINE OF THE NORTH 283 FEET OF SAID SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 13, AND THENCE EAST ON THE SOUTH LINE OF THE NORTH 283 FEET OF SAID SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 13 TO THE POINT OF BEGINNING A DISTANCE OF 132.45 FEET MORE OR LESS, IN COOK COUNTY, ILLINOIS.

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TRACT 5: 2601 W. 95th Street
Evergreen Park, IL 60201

Permanent Tax Number:
24-12-202-002-0000

PARCEL 1:

THE EASTERLY 100 FEET OF BLOCK 4 IN HONORE'S SUBDIVISION OF THE NORTH 1/4 OF THE EAST 1/2 OF THE NORTH EAST 1/4 AND THE NORTH 3/8 OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS EXCEPTING THE FOLLOWING DESCRIBED REAL ESTATE:
PART OF LOTS 1 AND 2 IN BLOCK 5 IN PETERSON AND WEATHERFORD'S SUBDIVISION OF BLOCKS 1, 2, 3 AND 4 TOGETHER WITH VACATED STREETS BETWEEN BLOCKS 1, 2 AND 3 AND THE VACATED EAST 14 FEET OF STREET ADJOINING BLOCK 4 ON THE WEST IN HARRY H. HONORE JUNIOR'S SUBDIVISION OF THE NORTH 1/4 OF THE EAST 1/2 OF THE NORTH EAST 1/4 AND THE NORTH 3/8 OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 6363776 IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH EAST CORNER OF SAID LOT 1, SAID CORNER ALSO BEING THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF 95TH STREET (U. S. ROUTE NUMBERS 12 AND 20) WITH THE WEST RIGHT OF WAY LINE OF THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 1, ALSO BEING SAID BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD WEST RIGHT OF WAY LINE, A DISTANCE OF 220.00 FEET; THENCE WESTERLY 90 DEGREES 29 MINUTES 22 SECONDS TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED, ALONG A LINE PARALLEL WITH SAID SOUTH RIGHT OF WAY LINE OF 95TH STREET A DISTANCE OF 192.00 FEET THENCE NORTHERLY 89 DEGREES 30 MINUTES 38 SECONDS TO RIGHT OF THE LAST DESCRIBED COURSE EXTENDED ALONG A LINE PARALLEL WITH SAID WEST LINE OF THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD, A DISTANCE OF 220.00 FEET, TO A POINT ON SAID SOUTH RIGHT OF WAY LINE OF 95TH STREET; THENCE EASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 192.00 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS

PARCEL 2:

LOT 2 IN BLOCK 5 IN PETERSON AND WEATHERFORD'S SUBDIVISION OF BLOCKS 1, 2, 3 AND 4 TOGETHER WITH VACATED STREETS BETWEEN BLOCKS 1, 2 AND 3 AND THE VACATED EAST 14 FEET OF STREET ADJOINING BLOCK 4 ON THE WEST IN HARRY W. HONORE JR. SUBDIVISION OF THE NORTH 1/4 OF EAST 1/2 OF THE NORTH EAST 1/4 AND THE NORTH 3/8 OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TRACT 6: 1030 Pine Street
Glenview, IL 60025

Permanent Tax Number:
04-35-119-001-0000

THAT TRACT OF LAND BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT 222 FEET NORTH OF THE SOUTH EAST CORNER OF BLOCK 15 IN OAK GLEN, BEING HUTCHING'S SUBDIVISION OF THE SOUTH 1/2 OF THE NORTH WEST 1/4 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, RUNNING THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID BLOCK TO THE NORTHEASTERLY LINE OF RIGHT OF WAY OF THE

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TRACT 6 (CONT.)

CHICAGO MILWAUKEE AND ST. PAUL RAILROAD; THENCE NORTH WEST ALONG SAID NORTHEASTERLY LINE OF THE RAILROAD TO THE NORTH LINE OF SAID BLOCK; THENCE EAST ALONG THE NORTH LINE OF SAID BLOCK, 242 FEET TO THE EAST LINE OF SAID BLOCK; THENCE SOUTH ON THE EAST LINE OF SAID BLOCK 152.3 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS

TRACT 7: 1000 W. Golf Road
 Hoffman Estates, IL 60194

Permanent Tax Number:
07-09-300-018-0000

THAT PART OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH EAST CORNER OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 9; THENCE NORTH 00 DEGREES 16 MINUTES 43 SECONDS EAST ALONG THE EAST LINE OF THE WEST 1/2 OF THE SAID SOUTH WEST 1/4, A DISTANCE OF 41.42 FEET TO THE NEW NORTH RIGHT OF WAY LINE OF GOLF ROAD PER CONDEMNATION CASE NUMBER 71113735, WHICH IS THE POINT OF BEGINNING; THENCE SOUTH 85 DEGREES 44 MINUTES 49 SECONDS WEST, ALONG SAID NEW NORTH RIGHT OF WAY LINE OF GOLF ROAD, A DISTANCE OF 360.00 FEET TO A LINE LOCATED 358.87 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 9; THENCE NORTH 00 DEGREES 16 MINUTES 43 SECONDS EAST, ALONG THE AFOREMENTIONED LINE, A DISTANCE OF 370.00 FEET TO A LINE 368.84 FEET NORTH OF AND PARALLEL TO SAID NEW NORTH RIGHT OF WAY LINE OF GOLF ROAD; THENCE NORTH 85 DEGREES 44 MINUTES 49 SECONDS EAST, ALONG THE AFOREMENTIONED LINE, 360.00 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 9; THENCE SOUTHWARD ALONG SAID EAST LINE, SOUTH 00 DEGREES 16 MINUTES 43 SECONDS WEST, A DISTANCE OF 370.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TRACT 8: 18600 Harwood Avenue
 Homewood, IL 60430

Permanent Tax Numbers:
32-06-127-001-0000
32-06-127-002-0000

A PARCEL OF LAND IN THE SOUTH 1/2 OF THE NORTH WEST 1/4 OF SECTION 8, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS: TO WIT:
BEGINNING AT A POINT 33 FEET NORTH OF SOUTH LINE OF SAID NORTH WEST 1/4 AFORESAID AND 2005.2 FEET WEST OF EAST LINE THEREOF AND RUNNING THENCE NORTH PARALLEL TO SAID EAST LINE 669 FEET; THENCE WEST PARALLEL TO SAID SOUTH LINE OF THE NORTH WEST 1/4 AFORESAID 157.10 FEET TO THE EAST LINE OF PUBLIC ROAD; THENCE SOUTH WESTERLY ALONG SAID EASTERLY LINE 934.4 FEET MORE OR LESS TO A POINT 53 FEET NORTH OF SOUTH LINE OF SAID NORTH WEST 1/4 MEASURED AT RIGHT ANGLES THERETO; THENCE EAST PARALLEL TO SAID SOUTH LINE TO POINT OF BEGINNING IN COOK COUNTY, ILLINOIS

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TRACT 9: 3840 N. Milwaukee Avenue
Chicago, IL 60641

Permanent Tax Number:
13-22-108-035-0000

LOTS 10 TO 21 BOTH INCLUSIVE IN BLOCK 16 IN GROSS' MILWAUKEE AVENUE ADDITION TO CHICAGO A SUBDIVISION IN THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TRACT 10: 511 E. Cossitt Street
LaGrange, IL 60525

Permanent Tax Numbers:
18-04-235-042-0000
18-04-235-013-0000
18-04-235-014-0000
18-04-235-015-0000
18-04-235-015-0000
18-04-235-016-0000
18-04-235-012-0000
18-04-235-010-0000
18-04-235-011-0000

PARCEL 1:

LOTS 26 TO 40 BOTH INCLUSIVE IN BLOCK 16 IN ISA BROWN'S ADDITION TO LAGRANGE IN SECTION 4, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THOSE PARTS OF LOTS 26 TO 30, BOTH INCLUSIVE, LYING SOUTH WESTERLY OF A STRAIGHT LINE DRAWN FROM THE INTERSECTION OF THE NORTH LINE OF LOT 31 WITH THE EAST LINE OF HAYES AVENUE TO ITS INTERSECTION WITH A POINT ON THE CENTER LINE OF COSSITT AVENUE SAID POINT BEING 58.9 FEET WEST OF THE EXTENSION SOUTHERLY TO THE CENTER LINE OF COSSITT AVENUE OF THE WEST LINE OF THE NORTH AND SOUTH 16 FOOT ALLEY IN SAID BLOCK 16 IT BEING THE INTENT TO EXCLUDE THOSE PARTS OF HAYES AVENUE AND COSSITT AVENUE LYING SOUTH WESTERLY OF SAID STRAIGHT LINE IN COOK COUNTY, ILLINOIS.

TRACT 11: 1801 Grace Street
Chicago, IL 60613

Permanent Tax Number:
14-19-220-011-0000

THE NORTH 252.64 FEET OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 19, LYING EAST OF THE EAST LINE OF THE 25 FOOT RIGHT OF WAY OF THE NORTHWESTERN ELEVATED RAILROAD COMPANY AND WEST OF THE WEST LINE OF 66 FOOT RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY (EXCEPT THE SOUTH 1/2 OF GRACE STREET) OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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TRACT 12: 400 Busse Highway
 Park Ridge, IL 60068

Permanent Tax Number:
09-26-300-026-0000

THAT PART OF THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 26,
TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN MORE
PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST
1/2 OF THE WEST 1/2 OF SAID SECTION 26 WITH THE CENTER LINE OF RAND
ROAD; THENCE NORTHWESTERLY ALONG THE SAID CENTER LINE OF RAND ROAD, A
DISTANCE OF 316.0 FEET; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO SAID
CENTER LINE OF RAND ROAD, A DISTANCE OF 109.16 FEET TO A POINT IN THE
SOUTHWESTERLY LINE OF BUSSE AVENUE, AS NOW LOCATED AND ESTABLISHED,
SAID POINT BEING THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED;
THENCE CONTINUING SOUTHWESTERLY ALONG THE LAST DESCRIBED COURSE, A
DISTANCE OF 150.20 FEET TO A POINT DISTANT 43.0 FEET NORTHEASTERLY
MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF THE MOST NORTHEASTERLY
OR EAST BOUND MAIN TRACK OF THE CHICAGO AND NORTHWESTERN RAILWAY
COMPANY, AS NOW LOCATED AND ESTABLISHED; THENCE SOUTHEASTERLY PARALLEL
WITH AND 43.0 FEET DISTANT NORTHEASTERLY FROM SAID MAIN TRACK CENTER
LINE, A DISTANCE OF 955.72 FEET TO ITS INTERSECTION WITH THE EAST LINE
OF THE SAID NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SAID SECTION 26;
THENCE NORTH ALONG SAID EAST LINE OF THE NORTH WEST 1/4 OF THE SOUTH
WEST 1/4 OF SAID SECTION 26, A DISTANCE OF 187.78 FEET TO ITS
INTERSECTION WITH THE SAID SOUTHWESTERLY LINE OF BUSSE AVENUE, EXTENDED
SOUTHEASTERLY; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF
BUSSE AVENUE; AND THE SAME EXTENDED, A DISTANCE OF 873.07 FEET TO THE
POINT OF BEGINNING (EXCEPTING THEREFROM THAT PART TAKEN FOR GREENWOOD
AVENUE AND ALSO EXCEPTING THEREFROM THAT PART LYING SOUTHEASTERLY OF
AND ADJOINING A LINE DRAWN PERPENDICULAR TO AND EXTENDING SOUTHWESTERLY
FROM A POINT ON THE SOUTHWESTERLY LINE OF BUSSE AVENUE THAT IS 276.25
FEET NORTHWESTERLY OF THE WEST LINE OF GREENWOOD AVENUE, AS MEASURED ON
SAID SOUTHWESTERLY LINE OF BUSSE AVENUE) ALL IN COOK COUNTY, ILLINOIS.

TRACT 13: 7820 W. Madison Street
 River Forest, IL 60305

Permanent Tax Numbers:
15-12-313-007-0000
15-12-313-026-0000

LOT 17 (EXCEPT THE NORTH 36 FEET THEREOF) AND LOT 20 IN SAMUEL WATTS
SR. SUBDIVISION OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF THE SOUTH WEST
1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD
PRINCIPAL MERIDIAN (EXCEPT THE EAST 50 FEET THEREOF AND EXCEPT THE
RIGHT OF WAY OF THE CHICAGO AND WISCONSIN RAILWAY) IN COOK COUNTY,
ILLINOIS.

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TRACT 14: 4626 W. 63rd Street
Chicago, IL 60629

Permanent Tax Number:
19-15-303-005-0000

THE EAST 300.62 FEET ON THE NORTH LINE AND 299.94 FEET ON THE SOUTH LINE OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THEREFROM THE EAST 133 FEET AND THE NORTH 1975.71 FEET AND THE SOUTH 40 FEET) IN COOK COUNTY, ILLINOIS.

TRACT 15: 700 N. Milwaukee
Wheeling, IL 60090

Permanent Tax Number:
03-02-200-082-0000

THAT PART OF A TRACT OF LAND IN THE NORTH EAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTH WEST CORNER OF SAID NORTH EAST 1/4; THENCE EAST, ON THE NORTH LINE THEREOF, 589.79 FEET TO THE CENTER LINE OF MILWAUKEE AVENUE; THENCE SOUTHEASTERLY ON SAID CENTER LINE 1036.89 FEET; THENCE WESTERLY 481.58 FEET TO THE CENTER LINE OF WOLF ROAD, AT A POINT BEING 986.10 FEET SOUTHWESTERLY OF THE POINT OF BEGINNING; THENCE NORTHEASTERLY TO THE POINT OF BEGINNING, (EXCEPT THAT PART THEREOF TAKEN OR USED FOR MILWAUKEE ROAD, WOLF ROAD AND LAKE-COOK ROAD) AND (EXCEPT THAT PART FALLING IN THE FOLLOWING DESCRIBED PARCEL LAND: BEGINNING ON THE WESTERLY LINE OF MILWAUKEE AVENUE (SAID LINE BEING 50 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE CENTER LINE OF SAID MILWAUKEE AVENUE) AND THE SOUTH LINE OF THE AFORESAID "TRACT OF LAND"; THENCE CONTINUING WESTERLY, ON SAID SOUTH LINE, TO A POINT 62 FEET SOUTHWESTERLY OF SAID CENTER LINE (AS MEASURED ON A LINE DRAWN AT RIGHT ANGLES TO SAID CENTER LINE); THENCE NORTHWESTERLY TO A POINT ON THE WESTERLY LINE OF MILWAUKEE AVENUE AFORESAID, 255 FEET NORTHWESTERLY OF THE POINT OF BEGINNING; THENCE SOUTHEASTERLY, ON SAID WESTERLY LINE, 255 FEET TO THE POINT OF BEGINNING) ALL IN COOK COUNTY, ILLINOIS.

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EXHIBIT A
TO
MORTGAGE
Dated November 1, 1985

Liens, Claims and Encumbrances against the Real Estate:

1. Second Mortgage dated as of November 1, 1985, executed by Mortgagor in favor of Barbara N. Hines ("Hines"), to secure payment of a certain subordinated debenture dated November 1, 1985 executed by Mortgagor and delivered to Hines.
2. CONDITION CONTAINED IN DEED DATED MAY 23, 1889 AND RECORDED MAY 27, 1889 AS DOCUMENT 1106790 FROM OSWALD F. WOLFE TO BENJAMIN F. STAUFFER, ALSO IN THE DEED FROM CHAS A. WEAWE AND OTHERS TO OSWALD F. WOLFE, DATED MAY 23, 1889 AND RECORDED MAY 24, 1889 AS DOCUMENT 1105563 PROVIDING THAT NO INTOXICATING LIQUOR SHALL EVER BE SOLD OR GIVEN AWAY ON SAID PREMISES ALSO REFERRED TO IN SUBSEQUENT DEEDS
(AFFECTS TRACT 2)
3. RAILROAD RIGHT OF WAY, SWITCH AND SPUR TRACKS, IF ANY
(AFFECTS TRACT 2, LOTS 143 TO 169)
4. RIGHT OF WAY OR EASEMENT, WITH THE RIGHT OF INGRESS AND EGRESS, 10 FEET IN WIDTH, LOCATED UPON AND ACROSS THE SOUTH EAST CORNER OF THE LAND FOR THE CONSTRUCTION, MAINTENANCE, AND OPERATION OF AN UNDERGROUND WATER PIPE LINE WITH ALL THE APPURTENANT FIXTURES THERETO AS RESERVED IN QUIT CLAIM DEED DATED JULY 28, 1969 AND RECORDED JULY 31, 1969 AS DOCUMENT 20916882 MADE BY CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY, A CORPORATION OF ILLINOIS, TO EDWARD HINES LUMBER COMPANY, A CORPORATION OF DELAWARE
(AFFECTS TRACT 2, LOTS 143 TO 169)
5. RESERVATION CONTAINED IN QUIT CLAIM DEED DATED JULY 28, 1969 AND RECORDED JULY 31, 1969 AS DOCUMENT 20916882 MADE BY CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY, A CORPORATION OF ILLINOIS, TO EDWARD HINES LUMBER COMPANY, A CORPORATION OF DELAWARE, RESERVING UNTO SAID GRANTOR, ITS SUCCESSORS AND ASSIGNS, EASEMENTS FOR RAILROAD PURPOSES ACROSS THE WESTERLY 20 FEET OF THE LAND AND THAT PART LYING SOUTHERLY OF A LINE DRAWN 10 FEET PERPENDICULARLY AND RADIIALLY DISTANT NORTHERLY OF, PARALLEL AND CONCENTRIC WITH THE CENTER LINE OF SAID RAILROAD COMPANY'S SIDE TRACK REFERRED TO AS ICC NUMBER F-406 ACROSS THE SOUTHERLY PORTION OF THE LAND, WITH RIGHT TO THE USE OF SAME AS RAILROAD RIGHT OF WAY TO CONSTRUCT, REPAIR, RENEW, USE, OPERATE, OVER AND REPLACE OR REMOVE RAILROAD TRACKS AND APPURTENANCES THERETO IN, OVER, ALONG, UPON AND ACROSS ABOVE DESCRIBED PREMISES
(AFFECTS TRACT 2, LOTS 143 TO 169)

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6. GRANT OF EASEMENT RECORDED OCTOBER 17, 1960 AS DOCUMENT 17991334 MADE BY JAMES G. BADGER, JOSEPH J FITZGERALD, A. D. RUFF, N. H. BERRSFORD AND AUSTIN SPARLING, AS TRUSTEES UNDER THAT CERTAIN TRUST AGREEMENT DATED DECEMBER 29, 1943 AND COMMONLY KNOWN AS THE "RETIREMENT TRUST" TO THE DEPARTMENT OF PUBLIC WORKS AND BUILDINGS A PERMANENT EASEMENT FOR THE ERECTION AND MAINTENANCE OF HIGHWAY TRAFFIC SIGN IN AND UPON THE SOUTH 5 FEET OF THE NORTH 24 FEET OF LOT 121 AND THE SOUTH 5 FEET OF THE NORTH 24 FEET OF THE WEST 3 FEET OF LOT 120

(AFFECTS TRACT 2, 117 TO 131)
7. GRANT AND CONVEYANCE TO THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, AND ITS SUCCESSORS AND ASSIGNS OF THE RIGHT TO CONSTRUCT, MAINTAIN AND OPERATE A RAILROAD TRACK OF STANDARD GAUGE UPON LOT 7 AND OTHER PROPERTY FOR SUCH PURPOSE TAKE, USE, OCCUPY AND ENJOY A STRIP OF LAND OF SUFFICIENT WIDTH FOR THAT PURPOSE TOGETHER WITH A COVENANT THAT NO BUILDING OR OTHER STRUCTURE WILL BE ERECTED ON SAID PREMISES NEARER TO SAID TRACK THAN 6 FEET FROM THE RAILS THEREOF AS CONTAINED IN THE INSTRUMENT RECORDED APRIL 9, 1909 AS DOCUMENT 4354714.

(AFFECTS TRACT 3)
8. RIGHT OF THE OWNERS, THEIR SUCCESSORS AND ASSIGNS OF LOTS 5, 6, 9 AND 10 OF SAID NICHOLAS MILLER'S BALMORAL SUBDIVISION AGREESID TO USE OF THE SWITCH TRACK INSTALLED BY THE SAID CHICAGO AND NORTHWESTERN RAILWAY COMPANY EQUALLY WITH THE OWNERS OF THE LAND AS DISCLOSED BY DEED RECORDED JULY 23, 1926 AS DOCUMENT 9549059

(AFFECTS TRACT 3)
9. AGREEMENT CONTAINED IN THE DEED FROM J. EMIL ANDERSON AND SON, INC., A CORPORATION OF ILLINOIS TO EDWARD HINES LUMBER COMPANY, A CORPORATION OF ILLINOIS, DATED JULY 15, 1951 AND RECORDED JULY 15, 1955 AS DOCUMENT 16361095, PROVIDING THAT AS LONG AS ADECO PRODUCTS, INC., SHALL OCCUPY ADJOINING PROPERTY (TO THE WEST) THE GRANTEE SHALL NOT USE THE LAND FOR THE PURPOSE OR PURPOSES WHEREIN ACIDS ARE USED OR ACID FUMES ARE EMITTED IN THE NATURE OF WHICH MAY INTERFERE WITH THE MANUFACTURING PROCESS OF SAID ADECO PRODUCTS, INC.

(AFFECTS TRACT 3)
10. EASEMENTS, RIGHT AND RESERVATION CONTAINED IN AND CREATED BY WARRANTY DEED FROM EDWARD HINES LUMBER COMPANY, A CORPORATION OF DELAWARE TO DAVID RUTHER COMPANY, A CORPORATION OF ILLINOIS, DATED JULY 12, 1911 AND RECORDED SEPTEMBER 12, 1911 AS DOCUMENT 4628223.

(AFFECTS TRACT 4)
11. RIGHTS OF THE PUBLIC AND THE CITY OF EVANSTON AND ADJOINING OWNERS IN AND TO THAT PART OF THE LAND FALLING IN CHURCH STREET.

(AFFECTS TRACT 4)
12. SWITCH TRACKS AND SPUR TRACK AND RAILROAD RIGHT OF WAY IF ANY.

(AFFECTS TRACT 4)

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13. EASEMENT AGREEMENT RECORDED OCTOBER 5, 1976 AS DOCUMENT 24659499 MADE BY EDWARD HINES LUMBER COMPANY, A CORPORATION OF DELAWARE AND SAMBO'S OF ILLINOIS INC., A CORPORATION OF ILLINOIS WHEREAS THE GRANTOR GRANTS TO THE GRANTEE AN EASEMENT 22 FEET IN WIDTH FOR THE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF A SANITARY SEWER AND A STORM SEWER DESCRIBED AS FOLLOWS:

THE EAST 22 FEET (AS MEASURED PERPENDICULAR TO AND PARALLEL WITH THE EAST LOT LINE) EXCEPT THE NORTH 220 FEET (AS MEASURED ALONG THE EAST LOT LINE AND PARALLEL WITH THE NORTH LOT LINE) OF LOT 1, IN BLOCK 5 IN PETERSON AND WEATHERFORD'S SUBDIVISION OF BLOCKS 1, 2, 3 AND 4 TOGETHER WITH VACATED EAST 14 FEET OF STREET ADJOINING BLOCK 4 ON THE WEST IN HARRY H. HONORE JUNIOR'S SUBDIVISION OF THE NORTH 1/4 OF THE EAST 1/2 OF THE NORTH EAST 1/4 AND THE NORTH 3/4 OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED AS DOCUMENT 6563776 IN COOK COUNTY, ILLINOIS.

(AFFECTS TRACT 5)

14. DECLARATION OF EASEMENT RECORDED JULY 29, 1981 AS DOCUMENT 25952667 MADE BY EDWARD HINES LUMBER COMPANY TO THE VILLAGE OF HOFFMAN ESTATES, AS NON-EXCLUSIVE PERPETUAL EASEMENT, 10 FEET IN WIDTH, FOR THE PURPOSE OF CONSTRUCTING, OPERATING AND MAINTAIN A SANITARY SEWER PIPELINE AND STORM SEWER PIPELINE OVER THE SOUTH 10 FEET OF THE LAND.

(AFFECTS TRACT 7)

15. TERMS AND CONDITIONS CONTAINED IN DECLARATION OF EASEMENT DATED FEBRUARY 27, 1960 AND RECORDED JULY 29, 1981 AS DOCUMENT 25419065 FOR BENEFIT OF THEIR PROPERTY MADE BY AND BETWEEN FIRST BANK OF OAK PARK AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 10, 1972 AND KNOWN AS TRUST NUMBER 9736 AND EDWARD HINES LUMBER COMPANY FOR 10 FOOT EASEMENT FOR PURPOSE OF CONSTRUCTING, OPERATING AND MAINTAINING SANITARY SEWER PIPELINE AND STORM SEWER PIPELINE OVER THE PERIMETER OF THE LAND NORTH AND WEST OF THE LAND DESCRIBED IN OUR CAPTION

RIGHT, TITLE AND INTEREST OF EDWARD HINES LUMBER ASSIGNED TO VILLAGE OF HOFFMAN ESTATES BY INSTRUMENT RECORDED JULY 29, 1981 AS DOCUMENT 25952668.

(AFFECTS TRACT 7)

16. TERMS AND CONDITIONS CONTAINED IN CROSS EASEMENT AGREEMENT DATED MARCH 18, 1985 AND RECORDED MAY 2, 1985 AS DOCUMENT 85003432 MADE BY AND BETWEEN FIRST NATIONAL BANK OF OAK PARK AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 10, 1976 AND EDWARD HINES LUMBER COMPANY FOR RECIPROCAL EASEMENTS FOR PEDESTRIAN AND VEHICULAR ACCESS, INGRESS AND EGRESS BETWEEN GOLF ROAD AND THE LAND AND GOLF ROAD AND THE PROPERTY WEST AND ADJOINING THE LAND: IN, ON AND OVER THE WEST 17.5 FEET OF THE SOUTH 65 FEET OF THE LAND AND OVER THE EAST 17.5 FEET OF THE SOUTH 65 FEET OF LOT 4 IN VILLAGE CENTER SUBDIVISION, A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING THE LAND WEST AND ADJOINING.

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17. CONDITIONS CONTAINED IN THE DEED DATED MAY 15, 1923 AND RECORDED MAY 21, 1923 AS DOCUMENT 7940960 MADE BY ILLINOIS CENTRAL RAILROAD COMPANY, A CORPORATION OF ILLINOIS, TO ARTHUR E. SHULTZ AND HENRY FIEBIG, THAT "THIS CONVEYANCE IS MADE UPON THE EXPRESS CONDITIONS SUBSEQUENT THAT THE GRANTOR SHALL HAVE THE RIGHT AT ALL TIMES HEREAFTER (1) TO CONSTRUCT, MAINTAIN AND OPERATE A TRACK OR TRACKS ACROSS THE LAND HEREIN CONVEYED FOR THE PURPOSE OF REACHING THE LAND EAST OF AND ADJOINING SAME; (2) TO CONNECT SUCH TRACK OR TRACKS WITH ANY TRACK OR TRACKS THAT MAY BE CONSTRUCTED BY GRANTEE ON SAID LAND; (3) TO OPERATE ITS CARS AND ENGINES UPON AND OVER ANY TRACK THAT MAY BE CONSTRUCTED BY THE GRANTEE".
- (AFFECTS TRACT 8)
18. ORDINANCE RECORDED MARCH 9, 1920 AS DOCUMENT 6756047 BY VILLAGE OF LA GRANGE, GRANTING ADDITIONAL RIGHT OF WAY TO INDIANA HARBOR BELT RAILROAD AND PROVIDING FOR MAINTENANCE OF CROSSING BY SAID RAILROAD
- (AFFECTS TRACT 10, LOTS 26 TO 32)
19. RESERVATION CONTAINED IN WARRANTY DEED DATED AUGUST 26, 1960 AND RECORDED SEPTEMBER 26, 1960 AS DOCUMENT 17972808 FROM EDWARD HINES LUMBER COMPANY, A CORPORATION OF DELAWARE, TO GRAYMILLS CORPORATION, A CORPORATION OF ILLINOIS, RESERVING TO GRANTOR, ITS SUCCESSORS AND ASSIGNS ALL RIGHT AND INTEREST IN AND TO THE RAILROAD RAILS, SPIKES, BLADES, TIES, BUMPERS AND RAILROAD MATERIAL NOW SITUATED ON THE SOUTH 70 FEET OF THE LAND; FURTHER RESERVING TO GRANTOR, ITS SUCCESSORS AND ASSIGNS, AN EASEMENT IN PERPETUITY TO USE SAID TRACK AND RIGHT OF WAY FOR THE BENEFIT OF AND FOR THE PURPOSE OF PROVIDING RAILROAD DELIVERY SERVICE TO THE PROPERTY ADJACENT AND IMMEDIATELY NORTH OF SAID DESCRIBED PREMISES
THE CENTER LINE OF SAID RIGHT OF WAY BEING LOCATED APPROXIMATELY 32 FEET WEST OF THE WEST BOUNDARY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY (SAID RIGHT OF WAY BEING APPROXIMATELY 19 FEET WIDE)
- (AFFECTS TRACT 11, SOUTH 70 FEET OF THE LAND)
20. EASEMENT AGREEMENT RECORDED OCTOBER 5, 1966 AS DOCUMENT 1991136 MADE BY EDWARD HINES LUMBER COMPANY, A CORPORATION OF DELAWARE, TO GRAYMILLS CORPORATION, A CORPORATION OF ILLINOIS, GRANTING AN EASEMENT IN AND THE RIGHT, PRIVILEGE AND AUTHORITY TO CONNECT TO THE EXISTING SEWER LINE LOCATED UNDER THE LAND AND TO MAINTAIN, CLEAN, REPAIR, ALTER AND OPERATE SAID SEWER FOR AND DURING SUCH TIME AS SAID SEWER SHALL BE SO USED ACROSS SAID STRIP OF LAND; RESERVING TO SAID EDWARD HINES LUMBER COMPANY, THE RIGHT, HOWEVER, IN ITSELF, ITS SUCCESSORS AND ASSIGNS, TO RELOCATE SAID SEWER ON ITS LAND AT ANY TIME IN THE FUTURE.
- (AFFECTS TRACT 11)
21. TERMS AND CONDITIONS CONTAINED IN GRANT OF PERPETUAL EASEMENT TO THE PEOPLES GAS LIGHT AND COKE COMPANY, A CORPORATION OF

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ILLINOIS, BY GRANT RECORDED NOVEMBER 1, 1966 AS DOCUMENT 19984023 AND RERECORDED NOVEMBER 9, 1966 AS DOCUMENT 19989908 MADE BY EDWARD HINES LUMBER COMPANY, A CORPORATION OF DELAWARE, TO LAY, CONSTRUCT, MAINTAIN, OPERATE, REPAIR, RENEW, RELAY, REPLACE AND REMOVE A GAS MAIN OR GAS MAINS AND SERVICE PIPES AND THE NECESSARY ATTACHMENTS, CONNECTIONS AND FIXTURES FOR TRANSMITTING DISTRIBUTING, SUPPLYING AND SELLING GAS IN, THROUGH, UNDER, ALONG AND ACROSS THE THE WESTERLY 10 FEET OF THE LAND AND ALSO THE RIGHT TO USE, FROM TIME TO TIME, ANY ADJOINING OR ADJACENT VACANT LAND OF SAID GRANTOR WHEN REASONABLY REQUIRED IN THE LAYING, CONSTRUCTING, MAINTAIN, OPERATING, REPAIRING, RENEWING, RELAYING, REPLACING, INSPECTING OR REMOVING OF SAID GAS MAIN OR GAS MAINS, SERVICE PIPES OR NECESSARY ATTACHMENTS, CONNECTIONS OR FIXTURES, IN THROUGH, UNDER OR ACROSS THE LAND.

(AFFECTS TRACT 11)

22. TERMS, PROVISIONS CONDITIONS AND LIMITATIONS OF ORDINANCES AND AMENDMENTS THERETO OF THE CITY COUNCIL OF THE CITY OF PARK RIDGE RELATING TO THE ADOPTION AND MODIFICATION OF A COMPREHENSIVE CITY PLAN OF THE CITY OF PARK RIDGE RECORDED AS DOCUMENT NUMBERS 16746470, 16746471, 16867612 AND 17222772.

(AFFECTS TRACT 12)

23. TERMS CONTAINED IN AGREEMENT DATED JULY 12, 1974 AND RECORDED JULY 31, 1974 AS DOCUMENT 22600115 MADE BY AND BETWEEN EDWARD HINES LUMBER COMPANY AND EARL SPEER AND COMPANY RELATING TO ENCROACHMENT OF BUILDING THEN LOCATED ON LOT 31 OVER AND ONTO THE LAND ALONG THE NORTHWESTERLY LINE OF THE LAND.

(AFFECTS TRACT 12)

24. EASEMENT FOR RIGHT OF WAY FOR THE PURPOSE OF BUILDING, MAINTAIN AND OPERATING A RAILROAD SWITCH TRACK OVER THE FOLLOWING DESCRIBED PROPERTY:
BEGINNING AT A POINT 36 FEET SOUTH OF THE SOUTH EAST CORNER OF SAID LOT 14, THENCE WESTERLY A DISTANCE OF 15 FEET, THENCE IN A NORTHEASTERLY DIRECTION APPROXIMATELY 60 FEET TO THE WEST LINE OF RIGHT OF WAY OF MILWAUKEE, ST. PAUL AND SAULT STREET MARIE RAILROAD, THENCE SOUTH ALONG SAID RIGHT OF WAY TO POINT OF BEGINNING, AS DESCRIBED IN DEED FROM EDWARD HINES LUMBER COMPANY, A DELAWARE OF DELAWARE TO ASH REALTY COMPANY, A CORPORATION OF ILLINOIS, DATED AUGUST 23, 1946 AND RECORDED AUGUST 23, 1946 AS DOCUMENT 13878133.

(AFFECTS TRACT 13)

25. EASEMENT IN, UPON, UNDER, OVER AND ALONG THE NORTH 10 FEET OF THE LAND TO INSTALL AND MAINTAIN ALL EQUIPMENT FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY WITH TELEPHONE AND ELECTRIC SERVICE, TOGETHER WITH RIGHT OF ACCESS TO SAID EQUIPMENT, AS CREATED BY GRANT TO COMMONWEALTH EDISON COMPANY AND ILLINOIS BELL TELEPHONE COMPANY RECORDED JUNE 22, 1962 AS DOCUMENT 36267796.

(AFFECTS TRACT 14)

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