AMENDMENT AND MODIFICATION
TO DECLARATION AND GRANT OF EASEMENT

3600

This Amendment and Modification to Declaration and Grant of Easement (the "Amendment and Modification") is made this 30th day of August, 1985, by and between AETNA LIFE INSURANCE COMPANY, a Connecticut corporation ("Aetna"), AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee under Trust Agreement dated March 15, 1984, and known as Trust No. 60546 ("American 60546"), LASALLE NATIONAL BANK, not personally, but as Trustee under Trust Agreement dated November 1, 1977, and known as Trust No. 53414 ("LaSalle 53414"), LASALLE NATIONAL BANK, not personally, but as Trustee under Trust Agreement dated November 1, 1983 and known as Trust No. 106999 ("LaSalle 106999") and BANK OF RAVENSWOOD, not personally, but as Trustee under Trust Agreement dated September 4, 1984, and known as Trust No. 25-6499 ("Ravenswood 25-6499").

W I T N E S S E T H:

WHEREAS, pursuant to a certain Declaration and Grant of Easement dated May 15, 1974, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on January 16, 1975 as Document No. 22963582 (the "Original Easement"), and as corrected by a certain Declaration to Correct a Misdescription of Easement Area recorded in the Office of the Recorder of Deeds of Cook County, Illinois on November 28, 1983 as Document No. 26876732 (the "Correction to Easement") (which Original Easement and Correction to Easement are hereinafter collectively referred to as the "Access Easement"), certain owners of real estate in Northbrook, Illinois (described as Parcel Two, Parcel Three and Parcel Four in the Access Easement), granted to the owner of Parcel One (as described in the Access Easement), its successors and assigns, a permanent non-exclusive easement for ingress and egress over, along and across Parcel Five (as described in the Access Easement and hereinafter referred to as the "Easement Area"); and

WHEREAS, Ravenswood 25-6499 is the successor in interest to the owner of Parcel One; and

WHEREAS, Aetna is the owner and LaSalle 106999 is the lessee of the real estate described on Exhibit A-1 attached hereto ("Lot 1"); and

WHEREAS, American 60546 is the owner of the real estate described on Exhibit B-1 attached hereto ("Lot 2"); and

WHEREAS, LaSalle 53414 is the owner of the real estate described on Exhibit C-1 attached hereto ("Lot 3, Lot 4 and Lot 5"); and

WHEREAS, Lot 1, Lot 2, Lot 3, Lot 4 and Lot 5 (except that part of Lot 5 dedicated as part of Dundee Road) together comprise the area originally described as Parcel Two, Parcel Three and Parcel Four in the Access Easement (and the vacated streets and alleys adjoining said Parcel Two, Parcel Three and Parcel Four); and

WHEREAS, Aetna, LaSalle 106999, American 60546 and LaSalle 53414 are the successors in interest to the owners of Parcel Two, Parcel Three and Parcel Four; and

WHEREAS, Ravenswood 25-6499, LaSalle 53414, LaSalle 106999, American 60546 and Aetna desire to amend and modify the Access Easement, all on the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the sum of Ten and no/100th Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed that the Access Easement is amended as follows:

1. MODIFICATION OF ORIGINAL EASEMENT. Paragraphs 3, 4, 5, 6, 7, 8, 9, and 10 of the Original Easement are hereby deleted in their entirety.

2. EXPANSION OF ACCESS EASEMENT.

(a) The legal description of the Easement Area is hereby amended to add to it that part of Lot 2 described on Exhibit D-1 attached hereto. The purpose of this amendment is to add to the Easement Area previously created an additional area in the northwest corner of Lot 2.

(b) Ravenswood 25-6499 covenants and agrees that it shall repave the existing roadway in the Easement Area, which roadway

extends approximately 330 feet west from Skokie Boulevard and is approximately 30 feet in width (the "Existing Roadway"), construct, pave, add to or otherwise lengthen the Existing Roadway (the "Addition to Existing Roadway"), landscape the area surrounding the Existing Roadway and Addition to Existing Roadway and alter the existing parking area on Lot 2, all in substantial conformance with engineering sheets 2, 3 and 5 of the Proposed R.O.W. Crossing Plan, with latest revision date of August 9, 1985 prepared by Gary A. Wiss, Inc.; landscaping plan sheets 4 and 5, with latest revision date of July 2, 1985, prepared by Pugsley & LaHaie, Ltd.; and, plan sheets SD-1 and SD-4, dated June 14, 1985, and sheet SL-2, dated May 22, 1985, prepared by Eichstaedt Architects/Planners. Any proposed amendments or modifications of such plans shall be submitted to LaSalle 106999, American 60546 and Aetna for their prior written approval, which approval shall not unreasonably be withheld.

3. <u>RIGHT TO CONSTRUCT OFF-PREMISES IDENTIFICATION SIGN ON LOT 1</u>.

(a) Aetna and LaSalle 106999 hereby grant to Ravenswood 25-6499 the non-exclusive right and easement to construct, erect or otherwise install on Lot 1 an off-premises identification sign in conformance with the Signage Site Plan with latest revision date of January 8, 1985 and Signage Elevation Plan with latest revision date of November 20, 1984, prepared by Eichstaedt Architects/Planners and approved by the President and Board of Trustees of the Village of Northbrook, Illinois in its Ordinance 85-34A. Any additions to or modifications of such off-premises identification sign shall be performed only with the prior written consent of Aetna, LaSalle 106999 and the President and Board of Trustees of the Village of Northbrook.

(b) Aetna and LaSalle 106999 hereby grant to Ravenswood 25-6499 and its beneficiaries, contractors, agents and employees, the non-exclusive right and easement to enter upon that part of Lot 1 to the extent reasonably necessary for purposes of constructing, erecting or otherwise installing the off-premises identification

sign permitted by Section 3(a) hereof; provided, however, that (i) this non-exclusive right and easement shall terminate when construction, erection or other installation of the off-premises identification sign is completed; (ii) this non-exclusive right and easement shall not extend beyond the time and area reasonably necessary to construct, erect or otherwise install such off-premises identification sign; and (iii) Ravenswood 25-6499 shall restore all that area of Lot 1 surrounding such off-premises identification sign to the condition such area was in before such construction, erection or other installation work commenced.

(c) Aetna and LaSalle 106999 hereby grant to Ravenswood 25-6499 and its beneficiaries, contractors, agents and employees, the non-exclusive right and easement to enter Lot 1 from time to time for purposes of cleaning, maintaining and repairing the off-premises identification sign erected thereon pursuant to Section 3(a) and Section 3(b) hereof; provided, however, that (i) this non-exclusive right and easement shall not extend beyond the time and area reasonably necessary to clean, maintain and repair such off-premises identification sign, and (ii) Ravenswood 25-6499 shall restore all that area of Lot 1 surrounding such off-premises identification sign to the condition such area was in before such cleaning, maintenance or repair work commenced.

(d) Aetna and LaSalle 106999 hereby grant to Ravenswood 25-6499 and its beneficiaries, contractors, agents and employees, the non-exclusive right and easement to enter Lot 1 to the extent reasonably necessary for purposes of hooking into, tapping or otherwise connecting with existing electrical facilities on Lot 1 in order to provide electricity for the off-premises identification sign located, or to be located, on Lot 1 and to provide electricity for lighting the Existing Roadway and the Addition to Existing Roadway constructed, or to be constructed, in the Easement Area. Ravenswood 25-6499 shall obtain separate metering for such electrical connections. The granting of this non-exclusive right and easement is conditioned upon Ravenswood 25-6499 bearing the full

costs and expenses of such electrical metering and service, except as otherwise provided herein.

(e) Ravenswood 25-6499, covenants and agrees that in exercising the non-exclusive rights and easements granted in Section 3(b), Section 3(c) and Section 3(d) hereof, it shall (i) clean, maintain and repair the off-premises identification sign from time to time as necessary so that it shall remain in a first-class state of operating condition and appearance; (ii) keep Lot 1 free and clear of any and all liens arising out of or claimed by reason of any work performed, materials furnished or obligations incurred by Ravenswood 25-6499 in exercising such non-exclusive rights and easements; and (iii) indemnify and hold harmless Aetna and LaSalle 106999 from and against any and all liens or claims of lien or claims, actions, liabilities and expenses (including reasonable attorneys' fees) suffered or incurred in connection with loss of life, personal injury and damage to property, or any of them, occasioned wholly or in part by any act or omission of Ravenswood 25-6499 or its beneficiaries, contractors, agents or employees in exercising such non-exclusive rights and easements.

(f) At such time as Aetna and/or LaSalle 106999 may reasonably determine that the off-premises identification sign on Lot 1 is being improperly maintained, Aetna and/or LaSalle 106999 shall give Ravenswood 25-6499 written notice of such improper maintenance. If Ravenswood 25-6499 fails to cure such improper maintenance within thirty (30) days after receipt of such written notice, Aetna and/or LaSalle 106999 shall have the right to cure such improper maintenance or remove the off-premises identification sign. Ravenswood 25-6499 shall pay the costs and expenses of such cure or removal to Aetna and/or LaSalle 106999 on demand.

4. <u>RIGHT TO CONSTRUCT OFF-PREMISES IDENTIFICATION SIGN ON LOT 2</u>.

(a) American 60546 hereby grants to Ravenswood 25-6499 the non-exclusive right and easement to construct, erect or otherwise install on Lot 2 an off-premises identification sign in

conformance with the Signage Site Plan with latest revision date of January 8, 1985 and Signage Elevation Plan with latest revision date of November 20, 1984, prepared by Eichstaedt Architects/Planners and approved by the President and Board of Trustees of the Village of Northbrook, Illinois in its Ordinance 85-35A. Any amendments to or modifications of such off-premises identification sign shall be performed only with the prior written consent of American 60546 and the President and Board of Trustees of the Village of Northbrook.

(b) American 60546 hereby grants to Ravenswood 25-6499 and its beneficiaries, contractors, agents and employees, the non-exclusive right and easement to enter upon that part of Lot 2 to the extent reasonably necessary for purposes of constructing, erecting or otherwise installing the off-premises identification sign permitted by Section 4(a) hereof; provided, however, that (i) this non-exclusive right and easement shall terminate when construction, erection or other installation of the off-premises identification sign is completed; (ii) this non-exclusive right and easement shall not extend beyond the time and area reasonably necessary to construct, erect or otherwise install such off-premises identification sign; and (iii) Ravenswood 25-6499 shall restore all that area of Lot 2 surrounding such off-premises identification sign to the condition such area was in before such construction, erection or other installation work commenced.

(c) American 60546 hereby grants to Ravenswood 25-6499 and its beneficiaries, contractors, agents and employees, the non-exclusive right and easement to enter Lot 2 from time to time for purposes of cleaning, maintaining and repairing the off-premises identification sign erected thereon pursuant to Section 4(a) and Section 4(b) hereof; provided, however, that (i) this non-exclusive right and easement shall not extend beyond the time and area reasonably necessary to clean, maintain and repair such sign, and (ii) Ravenswood 25-6499 shall restore all that area of Lot 2 surrounding such off-premises identification sign to the condition such area was in before such cleaning, maintenance or repairs were commenced.

(d) Ravenswood 25-6499 covenants and agrees that in exercising the non-exclusive rights and easements granted in Section 4(b) and Section 4(c) hereof, it shall (i) clean, maintain and repair the off-premises identification sign from time to time as necessary so that it shall remain in a first-class state of operating condition and appearance; (ii) keep Lot 2 free and clear of any and all liens arising out of or claimed by reason of any work performed, materials furnished or obligations incurred by Ravenswood 25-6499 in exercising such non-exclusive rights and easements; and (iii) indemnify and hold harmless American 60546 from and against any and all liens or claims of lien or claims, actions, liabilities and expenses (including reasonable attorneys' fees) suffered or incurred in connection with loss of life, personal injury and damage to property, or any of them, occasioned wholly or in part by any act or omission of Ravenswood 25-6499 in exercising such non-exclusive rights and easements.

(e) At such time as American 60546 may reasonably determine that the off-premises identification sign on Lot 2 is improperly maintained, American 60546 shall give Ravensood 25-6499 written notice of such improper maintenance. If Ravenswood 25-6499 fails to cure such improper maintenance within thirty (30) days after receipt of such written notice, American 60546 shall have the right to cure such improper maintenance, or remove the off-premises identification sign. Ravenswood 25-6499 shall pay the costs and expenses of such removal or cure to American 60546 on demand.

5. <u>ALLOCATION OF COSTS AND EXPENSES</u>.

(a) Ravenswood 25-6499 shall bear the full costs and expenses of constructing, paving or otherwise installing the Addition to Existing Roadway, including the costs and expenses of any lighting facilities constructed, erected or installed after the date hereof to illuminate the Existing Roadway or the Addition to Existing Roadway.

(b) At such time as Ravenswood 25-6499 repaves the Existing Roadway, prior to or contemporaneously with constructing,

paving or otherwise installing the Addition to Existing Roadway, the reasonable costs and expenses incurred by Ravenswood 25-6499 to repave the Existing Roadway shall be allocated 27.0% to LaSalle 106999, 27.0% to American 60546, and 46.0% to Ravenswood 25-6499; provided, however, that LaSalle 106999 and American 60546 shall not be required to pay any share of such costs and expenses in excess of 110% of an aggregate cost of $46,000 incurred by Ravenswood 25-6499 to repave the Existing Roadway. Ravenswood 25-6499 shall submit to LaSalle 106999 and American 60546 a written demand for payment of their allocated shares of such repaving costs and expenses, along with copies of all bills and invoices to evidence such written demand. LaSalle 106999 and American 60546 shall pay the sums so demanded within thirty (30) days after receipt of such written demand.

(c) (i) Ravenswood 25-6499 covenants and agrees to clean (including snow removal), light, maintain and repair the Existing Roadway and Addition to Existing Roadway so that the Existing Roadway and Addition to Existing Roadway shall remain in first-class condition comparable to access roads to other first-class office buildings in the Chicago metropolitan area. LaSalle 106999, American 60546 and Ravenswood 25-6499 shall allocate the reasonable costs and expenses of cleaning, lighting, maintaining and repairing the Existing Roadway and Addition to Existing Roadway as follows: 36.5% to LaSalle 106999; 27.0% to American 60546; and 36.5% to Ravenswood 25-6499.

(ii) Ravenswood 25-6499 covenants and agrees to operate, clean, maintain and repair all lighting facilities in the Easement Area such that all the lighting facilities shall remain in first class operating condition. Ravenswood 25-6499 shall bear the costs and expenses of cleaning, maintaining and repairing any lighting facilities constructed, erected or installed by it in the Easement Area after the date hereof. LaSalle 106999, American 60546 and Ravenswood 25-6499 shall allocate the reasonable costs and expenses of operating any new lighting facilities constructed,

erected or installed in the Easement Area after the date hereof and all the costs and expenses of operating, cleaning, maintaining and repairing all existing lighting facilities in the Easement Area as of the date hereof as follows: 36.5% to LaSalle 106999; 27.0% to American 60546; and 36.5% to Ravenswood 25-6499.

(iii) Ravenswood 25-6499 shall submit written demand for payment of the costs and expenses allocated to and payable by LaSalle 106999 and American 60546 from time to time, along with copies of all bills and invoices to evidence such written demand. LaSalle 106999 and American 60546 shall pay the sums so demanded within thirty (30) days after receipt of such written demand.

(iv) If Ravenswood 25-6499 fails to clean, light, maintain or repair the Existing Roadway and Addition to Existing Roadway or the lighting facilities in the Easement Area, LaSalle 106999, American 60546 or Aetna may clean, light, maintain or repair the Existing Roadway and Addition to Existing Roadway or the lighting facilities in the Easement Area and thereafter submit to the other parties responsible therefor written demand for payment of their allocated share of the costs and expenses incurred to clean, light, maintain or repair such roadway or lighting facilities, along with copies of all bills and invoices to evidence such written demand. Such parties shall pay the sums so demanded within thirty (30) days after receipt of such written demand.

(d) Ravenswood 25-6499 covenants and agrees that prior to entering into any repairs or maintenance of the Existing Roadway, Addition to Existing Roadway and lighting facilities in the Easement Area, or letting any contracts for such repairs or maintenance, the costs of which would exceed $10,000, Ravenswood 25-6499 shall submit plans or proposed contracts for such repairs or maintenance to LaSalle 106999, American 60546 and Aetna for their prior written approval, which approval shall not unreasonably be withheld.

(e) The costs and expenses of any traffic control signals required to be placed at the intersection of Skokie Boulevard and the Easement Area shall be fairly apportioned between Ravenswood

25-6499, LaSalle 106999 and American 60546 as determined by the Village of Northbrook.

6. REMEDY FOR FAILURE TO PAY SUMS DUE HEREUNDER. In the event of a failure by any of the parties hereto to pay any sums properly due and payable hereunder within thirty (30) days after receipt of written demand for payment thereof, then, in addition to any other remedies or rights available to it at law or in equity, the party entitled to payment shall have a lien against the lot or parcel owned by the defaulting party to secure payment of all amounts properly due hereunder. Such lien shall arise immediately upon recording of a notice of lien in the Office of the Recorder of Deeds of Cook County, Illinois, identifying this Amendment and Modification, the parties hereto, the date of recording this Amendment and Modification, the document number of such recording, the legal description of the lot or parcel owned by the defaulting party, the name of the defaulting party and the amounts then due and payable hereunder. Such lien shall remain in full force and effect until such amounts are paid in full. Said lien may be foreclosed by proceeding at law or in equity. Notwithstanding the foregoing, any first mortgage encumbrance owned or held by a bank or insurance company, savings and loan association, or other such person or entity engaged in the business of making real estate loans, recorded against the lot or parcel of the defaulting party prior to the date any lien authorized hereunder is recorded, which by law would be a lien thereon having priority over the lien authorized hereunder, shall have priority, except as to any amounts which may properly become due and payable from and after the date on which the said first mortgage encumbrance is foreclosed and the holder thereof takes possession of the lot or parcel or accepts a conveyance of any interest therein (other than as security). The holder of a first mortgage encumbrance shall not be personally liable for any sums due and payable hereunder accrued before the date on which the first mortgage encumbrance is foreclosed and the holder thereof takes possession of the lot or parcel or accepts a conveyance of any interest therein (other than as security).

7. NOTICES. Reference in Paragraph 11 of the Original Easement to the parties to whom notices should be delivered is deleted and the following parties are inserted in lieu thereof:

Aetna:	Aetna Life Insurance Company City Place Hartford, Connecticut 06156 Attention: PMSA Servicing, Real Estate Investment Department and Draper and Kramer, Inc. 33 West Monroe Street Chicago, Illinois 60603
LaSalle 106999:	c/o Combined Insurance Company of America 222 North Dearborn Street 12th Floor Chicago, Illinois 60601 Attention: Real Estate Investment Department and c/o Otis Development Company 400 Skokie Boulevard Northbrook, Illinois 60062 Attention: President
American 60546:	c/o The Prudential Insurance Company of America Prudential Plaza, Suite 3800 Chicago, Illinois 60601 Attention: Vice President, Real Estate Leasing & Management
LaSalle 53414:	c/o Combined Insurance Company of America 222 North Dearborn Street 12th Floor Chicago, Illinois 60601 Attention: Real Estate Investment Department
Ravenswood 25-6499:	c/o Joseph Development Company 666 Dundee Road Suite 303 Northbrook, Illinois 60062 Attention: President

8. CONTINUING VALIDITY OF ACCESS EASEMENT. Other than as provided herein, all of the terms and provisions of the Access Easement remain in full force and effect.

9. INSURANCE.

(a) At all times during the construction, erection or other installation of the off-premises identification signs and

during the construction, paving and repaving of the Existing Roadway and Addition to Existing Roadway, Ravenswood 25-6499 shall maintain general liability insurance in an amount not less than $1,000,000 in respect to any one accident or occurrence, workmen's compensation insurance and such additional forms of insurance and on such terms as LaSalle 106999, American 60546 and Aetna reasonably determine to be necessary from time to time, with LaSalle 106999, American 60546 and Aetna named as additional insured parties as their interests may appear. Ravenswood 25-6499 shall submit written evidence of such insurance to any party hereto upon receipt of written demand therefor.

(b) Ravenswood 25-6499, LaSalle 106999 and American 60546 shall at all times maintain insurance of such types and in such amounts as to prudently safeguard against loss or damage in any way arising out of or relating to the easements, rights, obligations and duties created or imposed by or arising out of this Amendment and Modification. Ravenswood 25-6499, LaSalle 106999 and American 60546 shall submit written evidence of such insurance coverage to any party hereto upon receipt of written demand therefor.

10. SUCCESSORS AND ASSIGNS. This Amendment and Modification shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

11. INTERPRETATION. The headings of the Sections hereof are intended for convenience of reference only and are not intended to alter, amend or affect any of the terms or provisions of this Amendment and Modification.

12. TRUSTEE EXCULPATION. This instrument is executed by LaSalle National Bank, not in its individual capacity, but solely in the capacity of trustee as herein described and, anything herein to the contrary notwithstanding, it is expressly understood and agreed by the parties hereto and all persons claiming any right, title or interest hereunder, that each and all of the undertakings and agreements herein made are made and intended not as personal undertakings and agreements of LaSalle National Bank or for the purposes of binding LaSalle National Bank personally, but are

executed and delivered by LaSalle National Bank solely in the exercise of the powers conferred upon it as such trustee, and no personal liability or personal responsibility is assumed by or shall at any time, be asserted or enforced against LaSalle National Bank personally on account hereof or on account of any undertaking or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by all other parties hereto and those claiming by, through or under them.

13. TRUSTEE EXCULPATION. This instrument is executed by American National Bank and Trust Company of Chicago not in its individual capacity, but solely in the capacity of trustee as herein described, and, anything herein to the contrary notwithstanding, it is expressly understood and agreed by the parties hereto and all persons claiming any right, title or interest hereunder that each and all of the undertakings and agreements herein made are made and intended not as personal undertakings and agreements of American National Bank and Trust Company of Chicago or for the purposes of binding American National Bank and Trust Company of Chicago personally, but are executed and delivered by American National Bank and Trust Company of Chicago solely in the exercise of the powers conferred upon it as such trustee, and no personal liability or personal responsibility is assumed by or shall at any time, be asserted or enforced against American National Bank and Trust Company of Chicago personally on account hereof or on account of any undertaking or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by all other parties hereto and those claiming by, through or under them.

14. TRUSTEE EXCULPATION. This instrument is executed by Bank of Ravenswood, not in its individual capacity, but solely in the capacity of trustee as herein described, and, anything herein to the contrary notwithstanding, it is expressly understood and agreed by the parties hereto and all persons claiming any right, title or

interest hereunder that each and all of the undertakings and agreements herein made are made and intended not as personal undertakings and agreements of Bank of Ravenswood or for the purposes of binding Bank of Ravenswood personally, but are executed and delivered by Bank of Ravenswood solely in the exercise of the powers conferred upon it as such trustee, and no personal liability or personal responsiblility is assumed by or shall at any time, be asserted or enforced against Bank of Ravenswood personally on account hereof or on account of any undertaking or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by all other parties hereto and those claiming by, through or under them.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment and Modification to be executed as of the day and year first above written.

85 304 544

LASALLE NATIONAL BANK, not personally, but as Trustee under Trust Agreement dated November 1, 1977, and known as Trust No. 53414.

By _____
Its ASS'T VICE-PRESIDENT

ATTEST:

_____
Assistant Secretary

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee under Trust Agreement dated March 15, 1984, and known as Trust No. 60546

By _____
Its Second Vice President

ATTEST:

_____
ASSISTANT SECRETARY

BANK OF RAVENSWOOD, not personally, but as Trustee under Trust Agreement dated September 4, 1984, and known as Trust No. 25-6499.

By _____
Its Vice President

ATTEST:

_____
Trust Officer

AETNA LIFE INSURANCE COMPANY

By _____
Its ASSISTANT VICE PRESIDENT

ATTEST:

_____
Assistant Secretary

LASALLE NATIONAL BANK, not personally, but as Trustee under Trust Agreement dated November 1, 1983 and known as Trust No. 106999

By _____
Its ASS'T VICE-PRESIDENT

ATTEST:

_____
Assistant Secretary

85 304 544

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, Alicia Yanez, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JAMES A. CLARK, the ASS'T VICE-PRESIDENT President of LaSalle National Bank, and JOSEPH W. LANG, Assistant Secretary Secretary of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as such ASS'T VICE-PRESIDENT President and Assistant Secretary Secretary, respectively appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the act of said corporation for the uses and purposes therein set forth; and that said Assistant Secretary Secretary then and there acknowledged that he as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument as his own free and voluntary act and as the act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 20TH day of Nov., 1985.

Alicia Yanez
Notary Public

My Commission Expires: 8-9-89

My Commission Expires August 9, 1989

85 304 544

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, LORETTA M. SOVIENSKI, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Peter H. Johnson, the Second Vice President President of American National Bank and Trust Company of Chicago, and T. MICHAEL WHELAN, Secretary Secretary of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as such Second Vice President President and Secretary Secretary, respectively appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the act of said corporation for the uses and purposes therein set forth; and that said Secretary Secretary then and there acknowledged that he as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument as his own free and voluntary act and as the act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this _____ day of _____, 1985.

NOV 20 1985

Loretta M. Sovienski
Notary Public

My Commission Expires:

MY COMMISSION EXPIRES JUNE 24, 1988

85 304 544

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, Silvia Garcia, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MARTIN S. EDWARDS, the Vice President President of Bank of Ravenswood, and John R. Griffith, Trust Officer ~~Secretary~~ of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as such Vice President and Trust Officer ~~Secretary~~, respectively appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the act of said corporation for the uses and purposes therein set forth; and that said Trust Officer ~~Secretary~~ then and there acknowledged that he as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument as his own free and voluntary act and as the act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 22nd day of November, 1985.

Silvia Garcia
Notary Public

My Commission Expires: 5-24-86

STATE OF ~~ILLINOIS~~ Connecticut)
) SS
COUNTY OF ~~C O O K~~ Hartford)

I, Carolyn Z Crehan, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Quentin H Dowing, the Asst Vice President of Aetna Life Insurance Company, and Frank A Kelly Jr, Asst Secretary of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as such Asst Vice President and Asst Secretary, respectively appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the act of said corporation for the uses and purposes therein set forth; and that said Asst Secretary then and there acknowledged that he as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument as his own free and voluntary act and as the act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 18th day of November, 1985.

Carolyn Z Crehan
Notary Public

CAROLYN Z. CREHAN
Notary Public, State of Connecticut
MY COMMISSION EXPIRES MARCH 31, 1989

My Commission Expires:

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, _____ President of LaSalle National Bank, and _____, _____ Secretary of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as such _____ President and _____ Secretary, respectively appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the act of said corporation for the uses and purposes therein set forth; and that said _____ Secretary then and there acknowledged that he as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument as his own free and voluntary act and as the act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 20TH day of _____, 1985.

_____
Notary Public
My Commission Expires August 9, 1989

85 304 544

85 304 544

CONSENT

The undersigned, as mortgagee under the provisions of a certain mortgage dated September 15, 1976 and recorded with the Recorder of Deeds of Cook County, Illinois on the 16th day of November, 1976, as Document No. 23713749, and as holder of a certain assignment of leases and rents dated June 25, 1976 and recorded with the Recorder of Deeds of Cook County, Illinois on the 7th day of January, 1977, as Document No. 23773403; and as holder of a certain second assignment of leases and rents dated June 25, 1976 and recorded with the Recorder of Deeds of Cook County, Illinois on the 7th day of January, 1977, as Documenet No. 23773405; does hereby consent to and approve the Amendment and Modification to Declaration and Grant of Easement.

STATE FARM LIFE INSURANCE COMPANY

By _____
Its Investment Officer

ATTEST:

_____

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, Sybil A. Fluty, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Richard B. Peterson, the Investment Officer of State Farm Life Insurance Company and Merle J. Watters, Assistant Secretary of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as such Investment Officer and Assistant Secretary, respectively appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the act of said corporation for the uses and purposes therein set forth; and that said Assistant Secretary then and there acknowledged that he as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument as his own free and voluntary act and as the act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 18th day of September, 1985.

_____
Notary Public

My Commission Expires: 2-10-88

CONSENT

The undersigned, as mortgagee under the provisions of a certain mortgage dated January 31, 1978 and recorded with the Recorder of Deeds of Cook County, Illinois on the 15th day of March, 1978, as Document No. 24363146, and as holder of a certain assignment of leases and rents dated June 25, 1976 and recorded with the Recorder of Deeds of Cook County, Illinois on the 15th day of March, 1978, as Document No. 24363147, does hereby consent to and approve the Amendment and Modification to Declaration and Grant of Easement.

COMBINED INSURANCE COMPANY OF AMERICA

By H. Robert Powell
Its Senior Vice President

ATTEST:

Asst. Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, KAREN PABICH, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that H. ROBERT POWELL, the SR. VICE PRESIDENT of Combined Insurance Company of America, and ERWIN A. GROSS, ASST. Secretary of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as such SR. VICE President and ASST. Secretary, respectively appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the act of said corporation for the uses and purposes therein set forth; and that said ASST. Secretary then and there acknowledged that he as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument as his own free and voluntary act and as the act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 30th day of August, 1985.

Karen Pabich
Notary Public

My Commission Expires:
12-1-85

85 364 544

CONSENT

The undersigned, as mortgagee under the provisions of a certain mortgage, assignment of rents and security agreement dated December 1, 1984 and recorded with the Recorder of Deeds of Cook County, Illinois on the 20th day of December, 1984, as Document No. 27378972, and as holder of a certain assignment of rents and leases dated December 1, 1984 and recorded with the Recorder of Deeds of Cook County, Illinois on the 20th day of December, 1984, as Document No. 27378973, does hereby consent to and approve the Amendment and Modification to Declaration and Grant of Easement.

AETNA LIFE INSURANCE COMPANY

By _____
Its ASSISTANT VICE PRESIDENT

ATTEST:

_____
Assistant Secretary

STATE OF ~~ILLINOIS~~ Connecticut)
) SS
COUNTY OF ~~COOK~~ Hartford)

I, Carolyn F. Grehan, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Quentin A. Dewing, the Asst Vice President of Aetna Life Insurance Company, and J. Frank A. Kelly Jr, Asst Secretary of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as such Asst Vice President and Asst Secretary, respectively appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the act of said corporation for the uses and purposes therein set forth, and that said Asst Secretary then and there acknowledged that he as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument as his own free and voluntary act and as the act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 18th day of November, 1985.

Carolyn F. Grehan
Notary Public

CAROLYN F. GREHAN
Notary Public, Notary and for
the State of Connecticut
MY COMMISSION EXPIRES OCTOBER 31, 1989

My Commission Expires:

This instrument was prepared by and when recorded return to:
James Paul Valancius
Pedersen & Houpt
180 North LaSalle Street
Suite 3400Chicago, Illinois 60601

Address and property tax numbers of Parcel One:

450 Skokie Boulevard
Northbrook, Illinois 60062

02-42-400-002
02-42-400-003

BOX 333 - HV

85 304 544

GUARANTY

For valuable consideration, the undersigned hereby guaranty to Aetna and American 60546 the performance of all the covenants and obligations made by Ravenswood 25-6499 in Section 2 of the Amendment and Modification and shall indemnify Aetna and American 60546 from and against any and all losses, costs and expenses Aetna or American 60546 may incur as a result of failure by Ravenswood 25-6499 to perform the covenants and obligations made thereunder.

Dated: August 30, 1985

CICA-COURT, INC., an Illinois corporation

By H R Powell
Its Vice President

450 ASSOCIATES, an Illinois joint venture

By Daniel R Kroeck
Its Partner

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, Herbert J. Linn, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that H. Robert Powell, the Vice President of CICA-COURT, INC., an Illinois corportion, ~~and _____ Secretary of said corporation,~~ who~~'s~~ ~~are~~ personally known to me to be the same person~~s~~ whose name~~s~~ ~~are~~ subscribed to the foregoing instrument, as such Vice President ~~and _____ Secretary, respectively~~ appeared before me this day in person, and acknowledged that ~~they~~ he signed and delivered the said instrument as ~~their~~ his own free and voluntary act and as the act of said corporation for the uses and purposes therein set forth; ~~and that said _____ Secretary then and there acknowledged that he as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument as his own free and voluntary act and as the act of said corporation for the uses and purposes therein set forth~~.

GIVEN under my hand and notarial seal, this 18th day of November, 1985.

Herbert J. Linn
Notary Public

My Commission Expires:
7-20-86

85 304 541

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, Herbert J. Lenn, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Donald R Joseph, to me personally known to be a joint venturer of 450 ASSOCIATES, the joint venture that executed the foregoing instrument and that said instrument was signed on behalf of said joint venture, and said joint venture acknowledged that said instrument to be the said free act and deed of said joint venture for the uses and purposes set forth.

GIVEN under my hand and notarial seal, this 18th day of November, 1985.

Herbert J. Lenn
Notary Public

My Commission Expires:
7-20-86

85 304 544

DEC -2 PM 2:46

85304544

EXHIBIT A-1

Lot 1 in Lane Park Subdivision in the South East 1/4 of Section 2, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

04-02-402-029
SW Cor Skokie & Westley

85 304 544

EXHIBIT B-1

Lot 2 in Lane Park Subdivision in the South East 1/4 of Section 2, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

04-02-402-030

Stokie South of Westley

EXHIBIT C-1

Lots 3, 4 and 5 in Lane Park Subdivision in the South East 1/4 of Section 2, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

04-02-402-031, 032, 033

5 KOKIA RD NORTH OF DUNDEE RD.

85 304 544

EXHIBIT D-1

ADDITION TO PARCEL FIVE

Lot 2 in Lane Park Subdivision in the Southeast Quarter of Section 2, Township 42 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois, described as follows:
Beginning at the Northwest Corner of said Lot 2 in Lane Park Subdivision, thence Northeasterly along the Northwesterly Line of said Lot 2 a distance of 151.00 feet; thence Southwesterly a distance of 166.44 feet to a point on the Southwesterly Line of said Lot 2, said point being 70.00 feet Southeasterly of said Northwest Corner of Lot 2; thence Northwesterly along said Southwesterly Line of Lot 2 a distance of 70.00 feet to the point of beginning, excepting therefrom the Northwesterly 20.00 feet thereof.

04-02-402-050 JDS.

SHORTER RD SOUTH OF WESTLEY