AMENDMENT AND MODIFICATION TO DECLARATION AND GRANT OF EASEMENT

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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. 5,414 ("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").

WITNESSETH:

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

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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-l 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 condicions 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:

MODIFICATION OF ORIGINAL EASEMENT. Paragraphs 3, 4, 5, 6,
 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-l 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

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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. RIGHT TO CONSTRUCT OFF-PREMISES IDENTIFICATION SIGN ON LOT 1.
- (a) Aetna and LaSalle 196999 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

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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.

- Aetna and LaSalle 106999 hereby grant to Ravenswood 25-6499 and 103 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

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

- 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 Rayenswood 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.
- 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. RIGHT TO CONSTRUCT OFF-PREMISES IDENTIFICATION SIGN ON LOT 2.
- (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

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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.

- 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 other lise 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 coherwise install such off-premises identification sign; and (iii) Raverwood 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.
- 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 cfl-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.

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- 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 or them, occasioned wholly or in part by any act or omission of Ravenswood 25-6499 in exercising such non-exclusive rights and easements.
- determine that the off-premises identification sign on Lot 2 is improperly maintained, American 60:45 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. ALLOCATION OF COSTS AND EXPENSES.

- (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,

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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.

- 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,

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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 thirt, (30) days after receipt of such written demand.

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 of demanded within thirty (30) days after receipt of such written demand.

- 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

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

REMEDY FOR FAILURE TO PAY SUMS DUE HEREUNDER. 6. 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 reoperly 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. Nocwithstanding the foregoing, any first mortgage encumbrance owned or hold by a bank or insurance company, savings and loan association, cr 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 cy 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).

ుందరి. **గృత వ్యాపకుడు అను** కొన్నారు. గ్రామం గ్రామం కొన్న కార్లు ప్రాటెక్ట్ మండి ఉంటింది. ప్రత్యేశం ఉంది. మాడులు కేక్కువలో మండి ఉంది. అంది కేక్కువలో మండి ఉంది. అంది కేక్కువలో మండి ఉంది. ఉంది. కోట్

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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:

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

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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.

- 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. <u>SUCCESSORS AND ASSIGNS</u>. This Amendment and Modification shall be binding upon and inure to the binefit of the parties hereto and their respective successors and assigns.
- 11. <u>INTERPRETATION</u>. 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.
- LaSalle National Bank, not in its individual capacity, but colely 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

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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, enything 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 undercakings 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 or 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

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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 responsibility 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 herete and those claiming by, through or under them.

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

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

ATTEST:

Assistant Secretary

ASS'L VICE-PRESIDENT

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

ATTEST:

ATTEST

ASSISTANT SECRETARY

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

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Vice President

Trust Officet

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TOUGHT COMPANY

AETNA LIFE INSURANCE COMPANY

ATTEST:

Assistant Secretary

TES ASSISTANT VICE PRESIDENT

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

ATTEST:

Assessment Econocary

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ASS'T VICE-PRESIDENT

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Property of Cook County Clerk's Office

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COUNTY OF C O O K)	
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	Wilois Manue.	
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and for said County,	in the State aforesaid, DO HEREBY CERTIFY	
that	, the ASST VICE-PRESIDENT	
Programm of Lasalin	National Bank, and '	-1
JUSEPH W. LANG . A.	ssistant Secretar Secretary of said corporation, w	100
are personally known	to me to be the same persons whose names are	
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COUNTY OF C O O K		
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such Vice Presi	dent and Secretary, respectively	
appeared before me th	is day in person, and acknowledged that they	
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STATE OF ILLINOIS)) SS
COUNTY OF C O O K)
I, 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. Canath 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 Inust 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, 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.
of November, 1985.
My Commission Expires: 5-24.86 My Commission Expires: 5-24.86
Connecticut STATE OF ILLINOIS) Hartford) COUNTY OF COOR) SS
I, (MAN) A Motary Public in and for said County, if the State aforesaid DO HEREBY CERTIFY that QUENTY HAT WOUND, the ASSI WE WELVENT OF Aetna Life Insurance Company, and from H Kelly of Method of Aetna Life 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 Assi VIC President and ASSI 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, and 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 Air Jay Jay Of MOVEMBER.
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My Commission Expires: CAROLYN Z. CRIMAN Notary Selection of the

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STATE OF ILLINOIS SS COUNTY OF C O O K Alicha lanez a Notary Public in , a Notary Public and for said County, in the State aforesaid, DO HEREBY CERTIFY that President of LaSalle National Bank, and _______ TOTAL WE 1270 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 acknowled, d 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. y han the County Clark's Office GIVEN under my hand and notarial seal, this 3018 , 1985.

Um Coumission ingines August D. 1989

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THE RESIDENCE OF THE PROPERTY OF

Cont County Clark's Office

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 Document No. 23773405; does hereby consent to and approve the Amendment and Modification to Declaration and Grant of Easement.

- ike STATE FARM INSURANCE COMPANY ATTEST: STATE OF ILLINOIS COUNTY OF MCLEAN - Sybil A. Fluty a Notary Public in and for said County, in the State aforeseid. DO HEREBY CERTIFY that Richard B. Peterson . the <u>lavestment Officer</u> 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 the subscribed to the foregoing instrument, as such <u>Investment Officer</u> and <u>Assistant</u> 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 toat 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 is 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 of September , 1985.

My Commission Expires: 2-10-88

Notary Public

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My Commission Sxulous: | Pulper

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 ATTEST: STATE OF ILLINOIS COUNTY OF C O O K . a Notary Public in and KAREN 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 FRUIN A. GROSS.

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 CR. VICE Proceedings. foregoing instrument, as such M. VICE. President and AST.

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 MSST.

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 ______307h of <u>August</u>, 1985.

My Commission Expires:

12-1-85

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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

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ATTEST:	Its ASSISTANCE	VICE PRESIDENT
Allebi.		
0 m a 6 6 6 1		
Assistant Secretary (1		
STATE OF HLLINOIS		
Connecticut ; ss		
COUNTY OF CONTROL (Ord)		
1191 CTOFA		
- Parolin 7 Ca	h(t) = a No	tary Public in and
for said County, in the State	Aforesaid. DO HEREB	Y CERTIFY that
Quento A Pring	Tthe Asst Wire Are	ndent of Aetna Life
Insurance Company, and Fig	105 19 RELLIA	
AGE Secretary of said	corporation, who a	re personally known
to me to be the same persons w	hose names are subse	cribed to the
foregoing instrument, as such /	ମ୍ୟୁରୀ <i>UTILE</i> Preside	nt and <u>71557</u>
Secretary, respectively appear	ed before me this d	ay in person, and
acknowledged that they signed	and delivered the sate	ald instrument as
their own free and voluntary a for the uses and purposes ther	oin set forth and	that gaid
For the uses and purposes there is sometimes of the secretary the	n and there acknowle	edged that he as
custodian of the corporate sea	l of said corporation	on, did affix the
corporate seal of said corpora	tion to said instru	ment as his own
free and voluntary act and as	the act of said cor	ooration for the
uses and purposes therein set	forth.	
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GIVEN under my hand and no	tarial seal, this _	
of ////em/yer, 1985	•	U _x c.
	A 0 - 11	. (0
	Carolian -/ C	KCh (100
	Notary Public	
		CAROLYN E. CREHAN
	\checkmark	Nothing Eddill, Village and for
My Commission Expires:		to state of Cennumbat
-		MY COMMERCE AT EXCELSE TO REPORT 128

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

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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

DO OK

CICA-COURT, INC., an Illinois corporation

y Its

450 ASSOCIATES, an Illinois joint venture

By Donal R Work

STATE OF ILLINOIS

ss

COUNTY OF C O O K

I, flocked when the State aforesaid, DO HEREBY CERTIFY that A. Robert Powell , the Vice President of CICA-COURT, INC., an Illinois corportion, and decretation, who sare personally known to me to be the same person whose name sare subscribed to the foregoing instrument, as such the president and the foregoing instrument, as appeared before me this day in person, and acknowledged that they he signed and delivered the said instrument as the rown 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 sustedian of the corporate seal of said corporation, did affix the corporate seal of said corporation for the uses and purposes therein to said instrument as his own free and voluntary act and as the act of said corporation for the uses and purposes cherein set

GIVEN under my hand and notarial seal, this 1845 day of wovember, 1985.

Notary Public

My Commission Expires: 7-20-86

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STATE OF ILLINOIS)
COUNTY OF C O O K)
I, Herbert J. Jenn , a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Donald R Juseph , 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.
of November my hand and notarial seal, this 18th day
Herbert L.
Notary Public
My Commission Expires:
7-20-8
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Sty Of Coot County Clert's Office

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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 con Skokin + Westly Proberty of Cook County Clark's Office

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(2) Bender Bender

Property of Coot County Clark's Office

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.

04-02-406-030

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Property of Cook County Clerk's Office

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.

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Property of Cook County Clark's Office

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Property of Coot County Clerk's Office

EXHIBIT D-1

ADDITION TO PARCEL FIVE

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the Northwest Cornet
Subdivision, thence N.

rthwesterly line of saic
151.00 feet; thence South
166.44 feet to a point on t
ily Line of said tot 2, said p.
0 feet Southeasterly of said Non
Lot 2; thence Northwesterly along
erly Line of Lot 2 a distance of 70.
che point of beginning, excepting
m the Northwesterly 20.00 feet thereof.

ON -OL - YOL - OSO WASTILEY

SEARCH NO SEATH OF WESTILEY 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 peing 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 the error the Northwesterly 20.00 feet thereof.

9-14-33-44

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To or Cook County Clark's Office