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Lansing
12/10/85

This Instrument Prepared by
Sharon B. Glazer
Hess, Kaplan and McDowell, Ltd.
180 North LaSalle Street
Chicago, Illinois 60601

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-85-329731

FIRST AMENDMENT TO
DECLARATION OF RECIPROCAL EASEMENTS
AND OPERATING COVENANTS

This First Amendment to Declaration of Reciprocal Easements and Operating Covenants is made and entered into this ___ day of _____, 1985 by and between Amalgamated Trust and Savings Bank, not personally, but solely as Trustee under Trust Agreement dated June 21, 1984, and known as Trust No. 4951 (hereinafter referred to as "Trustee"), Trustee's Beneficiary, Lansing Landings Shopping Center Partnership, Ltd., an Illinois limited partnership (hereinafter referred to as "Developer"), American National Bank and Trust Company of Chicago, not personally, but solely as Trustee under Trust Agreement dated August 1, 1985 and known as Trust No. 65120 (hereinafter referred to as "American"), Highland Superstores, Inc., a Michigan corporation (hereinafter referred to as "Highland"), Toys "R" Us, Inc. a Delaware corporation (hereinafter referred to as "Toys"), Service Merchandise Company, Inc., a Tennessee corporation (hereinafter referred to as "Service") and Homeowners Warehouse, Inc., a Florida corporation (hereinafter referred to as "Homeowners").

RECITALS

A. Trustee and Developer made and entered into a Declaration of Reciprocal Easements and Operating Covenants dated July 31, 1985 and recorded with the Recorder of Deeds of Cook County, Illinois on August 16, 1985 as Document No. 85149087 (hereinafter referred to as the "REA") affecting the real estate legally described in Exhibit A attached hereto (hereinafter referred to as "Developer Parcel").

B. On August 16, 1985, Trustee conveyed a portion of the Developer Parcel, to American, and American agreed to be bound by the terms of the REA by Agreement dated August 14, 1985 and recorded with the Recorder of Deeds of Cook County, Illinois on August 16, 1985 as Document No. 85149097.

C. On August 16, 1985, Trustee conveyed a portion of the Developer Parcel, to Highland, and Highland agreed to be bound by the terms of the REA by Assumption Agreement dated August 13, 1985 and recorded with the Recorder of Deeds of Cook County, Illinois on August 16, 1985 as Document No. 85149098.

D. On October 2, 1985, Trustee conveyed a portion of the Developer Parcel to Toys, and Toys agreed to be bound by the terms of the REA by Assumption Agreement dated October 2, 1985 and recorded with the Recorder of Deeds of Cook County, Illinois on October 2, 1985 as Document No. 85216669.

E. On October 15, 1985, Trustee conveyed a portion of the Developer Parcel to Service, and Service agreed to be bound by the terms of the REA by Assumption Agreement dated October 7, 1985 and recorded with the Recorder of Deeds of Cook County, Illinois on October 15, 1985 as Document No. 85235396.

F. On October 15, 1985, Trustee conveyed a portion of the Developer Parcel to Homeowners, and Homeowners agreed to be bound by the terms of the REA by Assumption Agreement dated October 7, 1985 and recorded with the Recorder of Deeds of Cook County, Illinois on October 15, 1985 as Document No. 85255192.

G. The parties wish to amend the REA as hereinafter set forth but not otherwise.

NOW, THEREFORE, for good and valuable consideration, including the promises, covenants and agreements herein contained, it is hereby agreed as follows:

1. Section 1.18 of the REA is hereby amended by inserting the words "extends easterly from the Permissible Building Area and" after the words "Truck Facility" in the sixth line thereof.

2. Section 1.19 of the REA is hereby amended by inserting the words "relating to Stores" before the words "within the Center" in the third line thereof.

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Kajana and McDowell, Inc.
180 North LaSalle Street
Chicago, Illinois 60601

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3. Section 7.1 of the REA is hereby amended by deleting the second grammatical paragraph thereof and inserting the following paragraph in lieu thereof:

"All construction by Developer shall be in accordance with the terms, provisions, and requirements of this REA".

4. Section 10.1 of the REA is hereby amended by deleting the second sentence thereof and inserting the following in lieu thereof:

"Each parking space, regardless of angles of parking, shall have a minimum width of 9 feet on center measured at right angles to the side line of the parking space; provided, however, five hundred (500) parking spaces on lot 5 as shown on the Plat, located in the area closest to the Store on Site C-6 between two imaginary lines drawn westerly on lot 5 as shown on the Plat as extensions of the southerly Permissible Building Areas on Sites C-4 and C-6, shall be 9½ feet on center measured at right angles to the side line of the parking space; and provided further that to the extent the Village of Lansing permits compact car spaces measuring less than 9 feet on center, such compact car spaces shall be permitted in areas where 9 foot spaces are to be located (excepting the area between the two imaginary lines drawn westerly on lot 5 as shown on the Plat as extensions of the southerly Permissible Building Areas on Sites C-4 and C-6, where no compact car spaces shall be located)."

5. Section 12.3(f) of the REA is hereby deleted.

6. Section 12.3(i) of the REA is hereby amended by inserting the following after the words "Site C-6" in the seventh line thereof:

",nor the customary operation of a "Zayre" store or any junior department store on Site B-7, nor the customary operation of a "Highland Superstores" or other appliance store on Site C-4, nor the customary operation of a "Toys 'R' Us" or other toy store on Site C-10, nor the operation of a "Service Merchandise" or other catalog showroom on Site B-8, nor the customary operation of a "Mr. HOW" or other home improvement center on Site C-11."

7. Section 12.4(a)(xii) of the REA is hereby amended by inserting the following after the word "hereof" in the sixth line thereof:

"and except that the Occupant of Site B-7 shall from time to time be entitled to display and sell said items for on- and off-site consumption on not more than ten percent (10%) of its floor area then dedicated to retail sales."

8. Section 12.4(a)(xiii) of the REA is hereby amended by adding the the following after the word "products" in the last line thereof:

"; but nothing in this Section 12.4(a)(xiii), or any other provision of this Agreement, shall prohibit or restrict the customary operation of a Zayre store or a traditional department store or a junior department store on Site B-7"

9. Section 12.4(a)(xv) of the REA is hereby amended by inserting "or occupied by a store" after the word "used" on the second line thereof and by inserting ", junior department store" after the words "department store" in the fifth line thereof.

10. Section 12.4(a) of the REA is hereby amended by adding the following subsection (xvii):

"(xvii) fleamarkets."

11. Section 12.4(d)(i) of the REA is hereby amended by adding the following after the word "office" in the last line thereof:

"(except that Site B-7 may contain dentists' offices);"

12. The following is hereby added as Section 12.4(e):

"(e) Site C-6 shall not be used as a junior department store as that term is, from time to time, known in the trade."

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13. Section 12.5 of the REA is hereby amended by adding the following after the reference to "C-8" in the last line thereof:

"and, except during the period from October 1 through December 31 each year, the Occupants of Sites B-8, C-4, C-6, C-10 and C-11 shall be permitted to conduct selling activities on the sidewalk in front of its Store; provided, however, that any outdoor selling permitted pursuant to the terms of this Section 12.5 shall not unreasonably interfere with pedestrian and automobile traffic in the Center."

14. Article 21 of the REA is hereby amended by inserting the words ", subject to the occurrence of an event which excuses non-performance pursuant to Article 17 hereof" after the words "Go Dark" in the second line thereof.

15. Section 22.25(a) of the REA is hereby amended by inserting the words "if the violation prohibits, restricts or affects the operation of any part of the Common Areas or any Occupant of the Center other than the cited Party." after the words "Parties" in the last line thereof.

16. Section 22.25(b) of the REA is hereby amended by deleting the first sentence thereof and inserting the following in lieu thereof:

"Each Party, at its sole expense, shall promptly comply or cause compliance with all laws and governmental orders, regulations or requirements which may at any time be applicable to the buildings on its Parcel or the Occupants thereof if the failure to comply therewith would prohibit, restrict or affect the operation of any part of the Common Areas or any other Occupant of the Center (hereinafter called "Laws")."

17. Except as hereby specifically amended, the REA shall be and remain in full force and effect.

18. This First Amendment to Declaration of Reciprocal Easements and Operating Covenants may be signed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument. Any counterpart to which is attached the signatures of all parties shall constitute an original of this First Amendment to Declaration of Reciprocal Easements and Operating Covenants.

19. This First Amendment to Declaration of Reciprocal Easements and Operating Covenants is executed by Mellon Bank, N.A., in its capacity as mortgagee of a portion of the Developer Parcel, and agrees hereby that its mortgage dated August 2, 1985 and recorded August 16, 1985 with the Recorder of Deeds of Cook County, Illinois as Document No. 85,149,091 and its Assignment of Rents dated August 2, 1985 and recorded August 16, 1985 as Document No. 85,149,092 are subject and subordinate to the provisions of this First Amendment to Declaration of Reciprocal Easements and Operating Covenants.

20. This First Amendment to Declaration of Reciprocal Easements and Operating Covenants is executed by Amalgamated Trust and Savings Bank, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. Nothing herein shall be construed as creating any liability of Amalgamated Trust and Savings Bank personally to pay any indebtedness accruing hereunder, or to perform any agreement or covenant either express or implied herein, all such liability, if any, being expressly waived by anyone now or hereafter claiming any right or security hereunder. So far as Amalgamated Trust and Savings Bank, personally, is concerned, the legal owner or owners of any indebtedness or obligation to perform any agreement or covenant, either express or implied, accruing hereunder or anyone making any claim hereunder shall look solely to the trust property herein described for the payment thereof.

21. This First Amendment to Declaration of Reciprocal Easements and Operating Covenants is executed by American National Bank and Trust Company of Chicago, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. Nothing herein shall be construed as creating any liability of American National Bank and Trust Company of Chicago personally to pay any indebtedness accruing hereunder, or to perform any agreement or covenant either express or implied herein, all such liability, if any, being expressly waived by anyone now or hereafter claiming any right or security hereunder. So far as American National Bank and Trust Company of Chicago, personally, is concerned, the legal owner or owners of any

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indebtedness or obligation to perform any agreement or covenant, either express or implied, accruing hereunder or anyone making any claim hereunder shall look solely to the trust property herein described for the payment thereof.

IN WITNESS WHEREOF, each party hereto has caused its duly authorized officers to sign this First Amendment to Declaration of Reciprocal Easements and Operating Covenants as of the date first above written.

AMALGAMATED TRUST AND SAVINGS BANK, not personally but as Trustee as aforesaid

ATTEST:

By: Brenda Porter Helms
Its: Assistant Secretary

By: Edward C. Overgard
Its: Vice President

LANSING LANDINGS SHOPPING CENTER PARTNERSHIP, LTD., an Illinois limited partnership

By: [Signature]
Its: GENERAL PARTNER

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee as aforesaid

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

HIGHLAND SUPERSTORES, INC., a Michigan corporation

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

TOYS "R" US, INC., a Delaware corporation

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

SERVICE MERCHANDISE COMPANY, INC., a Tennessee corporation

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

HOMEOWNERS WAREHOUSE, INC., a Florida corporation

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

MELLON BANK, N.A.

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

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indebtedness or obligation to perform any agreement or covenant, either express or implied, accruing hereunder or anyone making any claim hereunder shall look solely to the trust property herein described for the payment thereof.

IN WITNESS WHEREOF, each party hereto has caused its duly authorized officers to sign this First Amendment to Declaration of Reciprocal Easements and Operating Covenants as of the date first above written.

AMALGAMATED TRUST AND SAVINGS BANK, not personally but as Trustee as aforesaid

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

LANSING LANDINGS SHOPPING CENTER PARTNERSHIP, LTD., an Illinois limited partnership

By: _____
Its: _____

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee as aforesaid

ATTEST:

By: [Signature]
Its: _____

By: [Signature]
Its: _____

HIGHLAND SUPERSTORES, INC., a Michigan corporation

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

TOYS "R" US, INC., a Delaware corporation

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

SERVICE MERCHANDISE COMPANY, INC., a Tennessee corporation

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

HOMEOWNERS WAREHOUSE, INC., a Florida corporation

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

MELLON BANK, N.A.

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

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indebtedness or obligation to perform any agreement or covenant, either express or implied, accruing hereunder or anyone making any claim hereunder shall look solely to the trust property herein described for the payment thereof.

IN WITNESS WHEREOF, each party hereto has caused its duly authorized officers to sign this First Amendment to Declaration of Reciprocal Easements and Operating Covenants as of the date first above written.

AMALGAMATED TRUST AND SAVINGS BANK, not personally but as Trustee as aforesaid

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

LANSING LANDINGS SHOPPING CENTER PARTNERSHIP, LTD., an Illinois limited partnership

By: _____
Its: _____

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee as aforesaid

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

HIGHLAND SUPERSTORES, INC., a Michigan corporation

ATTEST:

By: [Signature]
Its: [Signature]

By: [Signature]
Its: Exec. P.

TOYS "R" US, INC., a Delaware corporation

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

SERVICE MERCHANDISE COMPANY, INC., a Tennessee corporation

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

HOMEOWNERS WAREHOUSE, INC., a Florida corporation

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

MELLON BANK, N.A.

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

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indebtedness or obligation to perform any agreement or covenant, either express or implied, accruing hereunder or anyone making any claim hereunder shall look solely to the trust property herein described for the payment thereof.

IN WITNESS WHEREOF, each party hereto has caused its duly authorized officers to sign this First Amendment to Declaration of Reciprocal Easements and Operating Covenants as of the date first above written.

AMALGAMATED TRUST AND SAVINGS BANK, not personally but as Trustee as aforesaid

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

LANSING LANDINGS SHOPPING CENTER PARTNERSHIP, LTD., an Illinois limited partnership

By: _____
Its: _____

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee as aforesaid

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

HIGHLAND SUPERSTORES, INC., a Michigan corporation

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

TOYS "R" US, INC, a Delaware corporation

ATTEST:

By: _____
Its: _____

By: Michael Paul Miller
Its: MICHAEL PAUL MILLER
SENIOR VICE PRESIDENT REAL ESTATE

SERVICE MERCHANDISE COMPANY, INC., a Tennessee corporation

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

HOMEOWNERS WAREHOUSE, INC., a Florida corporation

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

MELLON BANK, N.A.

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

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SHOR AND ASSOCIATES REAL ESTATE
MICHAEL PAUL MILLER

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indebtedness or obligation to perform any agreement or covenant, either express or implied, accruing hereunder or anyone making any claim hereunder shall look solely to the trust property herein described for the payment thereof.

IN WITNESS WHEREOF, each party hereto has caused its duly authorized officers to sign this First Amendment to Declaration of Reciprocal Easements and Operating Covenants as of the date first above written.

AMALGAMATED TRUST AND SAVINGS BANK, not personally but as Trustee as aforesaid

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

LANSING LANDINGS SHOPPING CENTER PARTNERSHIP, LTD., an Illinois limited partnership

By: _____
Its: _____

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee as aforesaid

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

HIGHLAND SUPERSTORES, INC., a Michigan corporation

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

TOYS "R" US, INC. a Delaware corporation

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

SERVICE MERCHANDISE COMPANY, INC., a Tennessee corporation

ATTEST:

By: Janice E. Brown
Its: First Security

By: [Signature]
Its: _____

HOMEOWNERS WAREHOUSE, INC., a Florida corporation

ATTEST:

By: Janice E. Brown
Its: First Security

By: [Signature]
Its: _____

MELLON BANK, N.A.

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

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indebtedness or obligation to perform any agreement or covenant, either express or implied, accruing hereunder or anyone making any claim hereunder shall look solely to the trust property herein described for the payment thereof.

IN WITNESS WHEREOF, each party hereto has caused its duly authorized officers to sign this First Amendment to Declaration of Reciprocal Easements and Operating Covenants as of the date first above written.

AMALGAMATED TRUST AND SAVINGS BANK, not personally but as Trustee as aforesaid

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

JANSING LANDINGS SHOPPING CENTER PARTNERSHIP, LTD., an Illinois limited partnership

By: _____
Its: _____

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee as aforesaid

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

HIGHLAND SUPERSTORES, INC., a Michigan corporation

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

TOYS "R" US, INC., a Delaware corporation

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

SERVICE MERCHANDISE COMPANY INC., a Tennessee corporation

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

HOMEOWNERS WAREHOUSE, INC. a Florida corporation

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

MELLON BANK, N.A. by

ATTEST:

By: Ellen A. D'Amico
Its: ASST Vice Pres.

By: James R. Stegman
Its: VICE PRESIDENT

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-02-350101

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STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Edward C. Swicord of AMALGAMATED TRUST AND SAVINGS BANK, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he (she) signed and delivered the said instrument as such officer of said Bank as his (her) own free and voluntary act and as the free and voluntary act of said Bank as aforesaid, for the uses and purposes therein set forth.

Given under my hand and official seal, this 12th day of December, 1985.

Steven P. Black
Notary Public

My commission expires:

10-18-87

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Demetrius D. Williams of LANSING LANDINGS SHOPPING CENTER PARTNERSHIP, LTD., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as such general partner of said limited partnership as his own free and voluntary act and as the free and voluntary act of said limited partnership as aforesaid, for the uses and purposes therein set forth.

Given under my hand and official seal, this 12 day of December, 1985.

Demetrius D. Williams
Notary Public

My commission expires:

8/21/87

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he (she) signed and delivered the said instrument as such officer of said Bank as his (her) own free and voluntary act and as the free and voluntary act of said Bank as aforesaid, for the uses and purposes therein set forth.

Given under my hand and official seal, this ___ day of _____, 1985.

Notary Public

My commission expires:

85-328731

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STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____ of ANALGAMATED TRUST AND SAVINGS BANK, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he (she) signed and delivered the said instrument as such officer of said Bank as his (her) own free and voluntary act and as the free and voluntary act of said Bank as aforesaid, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 1985.

My commission expires:

Notary Public

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____ of LANSING LANDINGS SHOPPING CENTER PARTNERSHIP, LTD., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as such _____ of said limited partnership as his own free and voluntary act and as the free and voluntary act of said limited partnership as aforesaid, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 1985.

My commission expires:

Notary Public

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT W. MICHAEL WURFAN, Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he (she) signed and delivered the said instrument as such officer of said Bank as his (her) own free and voluntary act and as the free and voluntary act of said Bank as aforesaid, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of DEC 12, 1985.

My commission expires:
MY COMMISSION EXPIRES JANUARY 7, 1986

Notary Public

-85-329731

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December
STATE OF ILLINOIS)
Waukegan)SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT *Leon Mousay*, *Exec. Vice Pres* of HIGHLAND SUPERSTORES, INC., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as such *Officer* of said corporation as his own free and voluntary act and as the free and voluntary act of said corporation as aforesaid, for the uses and purposes therein set forth.

Given under my hand and official seal, this *12th* day of *December*, 1985.

Margaret E. Gorkick
Notary Public

MARGARET E. GORKICK
Notary Public, Waukegan County, MI
My Commission Expires Nov. 16, 1987

My commission expires:

Nov 16, 1987

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____ of TOYS "R" US, INC., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as such _____ of said corporation as his own free and voluntary act and as the free and voluntary act of said corporation as aforesaid, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 1985.

Notary Public

My commission expires:

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____ of SERVICE MERCHANDISE COMPANY, INC., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as such _____ of said corporation as his own free and voluntary act and as the free and voluntary act of said corporation as aforesaid, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 1985.

Notary Public

My commission expires:

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STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____, _____ of HIGHLAND SUPERSTORES, INC., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as such _____ of said corporation as his own free and voluntary act and as the free and voluntary act of said corporation as aforesaid, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 1985.

Notary Public

My commission expires:

New Jersey
STATE OF ILLINOIS)
Deputy)SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT *Michael Paul Miller, Sr. Vice President* of TOYS "R" US, INC., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as such _____ of said corporation as his own free and voluntary act and as the free and voluntary act of said corporation as aforesaid, for the uses and purposes therein set forth.

Given under my hand and official seal, this *10th* day of *December*, 1985.

[Signature]

Notary Public
JOYCE A. HARPER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 11, 1987

My commission expires:

July 11, 1987

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____, _____ of SERVICE MERCHANDISE COMPANY, INC., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as such _____ of said corporation as his own free and voluntary act and as the free and voluntary act of said corporation as aforesaid, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 1985.

Notary Public

My commission expires:

-85-329731

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Property of Cook County Clerk's Office

167828
-22-952131

UNOFFICIAL COPY 8 5 3 1 7 3 1

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____ of HIGHLAND SUPERSTORES, INC., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as such _____ of said corporation as his own free and voluntary act and as the free and voluntary act of said corporation as aforesaid, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 1985.

Notary Public

My commission expires:

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____ of TOYS "R" US, INC., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as such _____ of said corporation as his own free and voluntary act and as the free and voluntary act of said corporation as aforesaid, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 1985.

Notary Public

My commission expires:

STATE OF ~~ILLINOIS~~ ^{TENNESSEE})
)SS.
COUNTY OF ~~COOK~~ ^{DAVIDSON})

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Richard L. Schenk, Vice President of SERVICE MERCHANDISE COMPANY, INC., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as such Vice President of said corporation as his own free and voluntary act and as the free and voluntary act of said corporation as aforesaid, for the uses and purposes therein set forth.

Given under my hand and official seal, this 12th day of DECEMBER, 1985.

Paula Abernathy
Notary Public

My commission expires:

June 27, 1986

-85-329731

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10/20/01

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3 5 3 2 9 7 3 1

STATE OF ~~ILLINOIS~~^{TENNESSEE})
COUNTY OF ~~COOK~~^{DAVIDSON})SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Richard L. Schenk, VICE PRESIDENT of HOMEOWNERS WAREHOUSE, INC., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as such VICE PRESIDENT of said corporation as his own free and voluntary act and as the free and voluntary act of said corporation as aforesaid, for the uses and purposes therein set forth.

Given under my hand and official seal, this 12th day of DECEMBER, 1985.

Paula Akers
Notary Public

My commission expires:

July 27, 1986

STATE OF ILLINOIS)
COUNTY OF COOK)SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____ of MELLON BANK, N.A., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he (she) signed and delivered the said instrument as such officer of said Bank as his (her) own free and voluntary act and as the free and voluntary act of said Bank as aforesaid, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 1985.

Notary Public

My commission expires:

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-85-329731

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Property of Cook County Clerk's Office

100-25017

100-25017

UNOFFICIAL COPY

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____ of HOMEOWNERS WAREHOUSE, INC., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as such _____ of said corporation as his own free and voluntary act and as the free and voluntary act of said corporation as aforesaid, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 1985.

Notary Public

My commission expires:

PENNSYLVANIA
STATE OF ~~ILLINOIS~~)
ALLEGHENY)SS.
COUNTY OF ~~COOK~~)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT James R. Starman, Vice President of MELLON BANK, N.A., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he (she) signed and delivered the said instrument as such officer of said Bank as his (her) own free and voluntary act and as the free and voluntary act of said Bank as aforesaid, for the uses and purposes therein set forth.

Given under my hand and official seal, this 12 day of December, 1985.

Carol Ann Kullback

Notary Public

My commission expires:

Clerk's Office

-85-329731

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161858-58-

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EXHIBIT A TO FIRST AMENDMENT TO DECLARATION OF RECIPROCAL EASEMENTS AND OPERATING COVENANTS

Lots 1 through 17 and Outlots A and B in The Landings Planned Unit Development being a Subdivision of part of the Southwest $\frac{1}{4}$ of Section 19, Township 36 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Numbers:

30-19-300-005
30-19-301-003
30-19-301-005 M.

Common Address: NEC 170th and Torrence Avenue, Lansing, Illinois

DEPT-01 RECORDING \$26.50
T#1111 TRAN 4202 12/18/85 14:16:00
#7005 #A *-85-329731

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