

TOWNCENTER

0350H

BOX 888 - HV

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Prepared by and when recorded return to:

Gary A. Anderson
Polsinelli, White, Vardeman
& Shalton
4705 Central
Kansas City, Missouri 64112

Handwritten initials "AV" and circled number "233"

Handwritten amount "\$24.00"

SUBORDINATED ASSIGNMENT OF RENTS, LEASES, AND OTHER BENEFITS

THIS ASSIGNMENT, made as of July 15, 1987, by and between PIONEER BANK AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 1, 1982 AND KNOWN AS TRUST NUMBER 23207, AND PIONEER BANK AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 23, 1981 AND KNOWN AS TRUST NUMBER 22884 ("Trustee"), and MID-CONTINENT BUILDERS, INC., an Illinois corporation, the owner of one hundred percent (100%) of the beneficial interest of the Trust ("Beneficiary") whose address for notice purposes is 600 Holiday Plaza Drive, Suite 300, Matteson, Illinois 60443 (Trustee and Beneficiary hereinafter collectively called "Assignor"), and METRO NORTH STATE BANK, a Missouri banking corporation, whose address for notice purposes is 8320 North Oak Trafficway, Kansas City, Missouri 64155 (hereinafter called "Assignee"),

WITNESSETH:

Assignor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby absolutely and irrevocably bargain, sell, transfer, assign, convey, set over and deliver unto Assignee all right, title and interest of the Assignor in, to and under leases and lease guaranties together with any and all future leases and lease guaranties hereinafter entered into by Assignor relating to the premises described in Exhibit "A" attached hereto and made a part hereof (the "Premises"), and all amendments, extensions and renewals of said leases and lease guaranties and any of them, all of which are hereinafter called the "Leases"; and all rents, income and profits which may now or hereafter be or become due or owing under the Leases, and any of them; and all income, profits, revenues, royalties, bonuses, accounts, equitable and contract rights, general intangibles and benefits in any way pertaining to or on account of the use of the Premises (hereinafter called the "Property Income").

STREET ADDRESS: Loehmann's Plaza, Southwest corner of Cicero Avenue and Route 30, Matteson, Illinois

REAL ESTATE TAX INDEX NUMBER: 31-21-400-023-0000 PARCEL 13 HAO
31-21-400-015-0000 PARCEL 3 HAO
31-21-400-021-0000 PARCEL 1 HAO
31-21-400-022-0000 PARCEL 2 HAO J.A.

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Assignor warrants, covenants and agrees with Assignee, and its successors and assigns, as follows:

1. Except for the prior assignment to Heller as hereinafter defined and described, Assignor is the sole owner of the entire lessor's interest in the Leases and is the sole owner of the Property Income and Assignor has not executed any other assignment of any of the Leases or the Property Income, and has not done and shall not do anything which might prevent Assignee from fully exercising its rights under this Assignment.

2. The Leases are valid and enforceable in accordance with their terms and have not been altered, modified, amended, terminated or renewed, nor have any of the terms and conditions thereof been waived in any manner whatsoever except as approved in writing by Assignee.

3. No Leases have been or will be entered into except for actual occupancy of the Premises by the lessees thereunder.

4. There are no defaults now existing under any of the Leases and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases; and Assignor will fulfill or perform each and every condition and covenant of each of the Leases by lessor to be fulfilled or performed, give prompt notice to Assignee of any notice of default either given or received by Assignor under any of the Leases together with a complete copy of any such notice; and Assignor shall, at the sole cost and expense of Assignor, enforce, short of termination of any lease, the performance or observance of each and every covenant and condition of all such Leases by the lessee(s) to be performed or observed.

5. Assignor has not collected or accepted payment of rent under any of the leases more than one month in advance.

6. Assignor shall not, without the prior written consent of Assignee, (i) execute any other assignment of the Leases or the Property Income, or (ii) execute any future leases of any portion of the Premises, or (iii) terminate or consent to the cancellation or surrender of any Leases or tenancy of the Premises or of any part thereof, now existing or hereafter to be made, or (iv) modify, alter or amend any Lease or tenancy including without limitation, shortening the unexpired term thereof or decreasing the amount of the rents payable thereunder, or (v) accept prepayments more than 30 days prior to the due date of any installments of rents to become due and payable under any Leases or tenancies, or (vi) accept any security deposit equal to more than two (2) months' rent, or (vii) consent to an assignment or subletting, in whole or in

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part, or (viii) cause or permit any Leases or tenancies to be subordinated to any lien on the Premises, except the lien of the Mortgage referenced below.

7. Assignor shall and does hereby assign and transfer to Assignee any and all subsequent leases and lease guaranties upon all or any part of the Premises and shall execute and deliver at the request of Assignee all such further assurances and assignments as Assignee shall from time to time require or deem necessary.

8. Each of the Leases shall remain in full force and effect irrespective of any merger of the interests of the lessor and lessee under any of the Leases.

9. Assignor shall furnish to Assignee, within thirty (30) days after a request by Assignee to do so, a written statement containing the names of all lessees or occupants of the Premises, the terms of their respective Leases or tenancies, the spaces occupied, and the rentals paid. Upon Assignee's demand, Assignor shall provide estoppel certificates in form satisfactory to Assignee from all lessees of the Premises.

10. Assignor shall, at its sole cost and expense, appear in and defend any action or proceeding arising under or in any manner related to any of the Leases.

The parties further agree as follows:

This Assignment is absolute and effective immediately. Notwithstanding the foregoing, Assignee shall have a license to receive, collect and enjoy the Property Income accruing from the Premises until a default has occurred under the terms and conditions of the Promissory Notes ("Notes"), the Secured Credit Agreement, the Continuing Unlimited Guaranty ("Guaranty"), a certain Subordinated Mortgage and Security Agreement upon the Premises ("Mortgage") and all other loan documents given as security (all collectively hereinafter referred to as the "Security Documents"); and upon such default such license shall cease automatically, without need of notice, possession, foreclosure, or any other act or procedure, and all Property Income assigned hereby shall thereafter be payable directly to Assignee; except that such license shall be reinstated automatically by acceptance by Assignee of any cure of any such default by Assignor, unless Assignee shall notify Assignor that acceptance of such cure shall not reinstate such license.

Assignee may demand, collect, receive and give complete acquittances for any and all Property Income accruing from the Premises, and at Assignee's discretion file any claim or take any other action or proceeding and make any settlement of any

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claims which Assignee may deem necessary or desirable in order to collect and enforce the payment of the Property Income. Lessees of the Premises are hereby expressly authorized and directed to pay any and all amounts due Assignor pursuant to the Leases, or otherwise, to Assignee or such nominee as Assignee may designate in writing delivered to and received by such lessees who are expressly relieved of any and all duty, liability or obligation to Assignor in respect to all payments so made.

After an Event of Default under any of the Security Documents and the expiration of any applicable cure period, Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Assignment and to collect the Property Income assigned hereunder, including the right of Assignee or its designee to enter upon the Premises, or any part thereof, with or without force and with or without process of law, and take possession of all or any part of the Premises together with all personal property, fixtures, documents, books, records, papers and accounts of Assignor relating thereto, and may exclude Assignor, its agents or servants, wholly therefrom. Assignor hereby grants full power and authority to Assignee to exercise all rights, privileges and powers herein granted at any and all times hereafter, without notice to Assignor with full power to use and apply all of the Property Income herein assigned to the payment of the costs of managing and operating the Premises and of any indebtedness or liability of Assignor to Assignee, including but not limited to the payment of taxes, special assessments, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the Premises or of making same rentable, attorneys' fees (to the extent allowed by law) incurred in connection with the enforcement of this Assignment, and of principal and interest payments due from Assignor to Assignee on the Note and the Mortgage, all in such order as Assignee may determine. Assignee is granted full power and authority to create new Leases, cancel or surrender Leases, to renew, alter or amend Leases, to make concessions to lessees under the Leases, to exercise any and all landlord's liens and other rights and remedies Assignor would be entitled to under the Leases or by law, or to take any other action to enforce the terms of the Leases as provided therein or by law. Assignee shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the lessor under any of the Leases and does not assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of Assignor in the Leases. Assignor hereby agrees to indemnify Assignee and to hold it harmless from any liability, loss or damage including without limitation reasonable attorneys' fees which may or might be incurred by it under the Leases or by

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reason of this Assignment, and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any of the Leases. This Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises, or parts thereof, upon Assignee nor shall it operate to make Assignee liable for any waste of the Premises by the lessee under any of the leases or any other party, or for any dangerous or defective condition of the Premises or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any lessee, licensee, employee or stranger.

Assignee may, at its option, although it shall not be obligated so to do, perform any lease covenant for and on behalf of Assignor and any monies expended in so doing shall be chargeable with interest to Assignor at the Default Rate provided in the Promissory Notes set forth on Exhibit B attached hereto.

Waiver of or acquiescence by Assignee in any default by Assignor, or failure of Assignee to insist upon strict performance by Assignor of any warranties or agreements in this Assignment, shall not constitute a waiver of any subsequent or other default or failure, whether similar or dissimilar.

The rights and remedies of Assignee under this Assignment are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Assignee shall have under the Promissory Notes, the Guaranty, the Secured Credit Agreement, Mortgage or any other of the Security Documents or at law or in equity.

If any term of this Assignment, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Assignment, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

All notices to be given pursuant to this Assignment shall be sufficient if mailed postage prepaid, certified or registered mail, return receipt requested, or by overnight courier service to the above described addresses of the parties hereto, or to such other address as a party may request in writing. Any time period provided in the giving of any notice hereunder shall commence upon the date such notice is deposited in the mail or with an overnight courier service.

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The term "Assignor" and "Assignee" shall be construed to include the heirs, personal representatives, successors and assigns thereof. The gender and number used in this Assignment are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

This Assignment may not be amended, modified or changed nor shall any waiver of any provision hereof be effective, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

This Assignment shall terminate automatically when the Mortgage is fully released and discharged. This Assignment shall be governed by the laws of the State of Illinois.

This Assignment is expressly subordinated to any rights to the Property Income of Heller Financial, Inc. ("Heller") under (i) a certain mortgage between Assignor and Heller, dated as of November 7, 1986 and recorded November 26, 1986 as document 86563835, and (ii) an Assignment of Rents and Leases recorded November 26, 1986 as document 86563836.

In the event of any conflict between any of the provisions set forth herein and the Mortgage, the provisions of the Mortgage shall control.

This Assignment is executed by Mortgagor, not personally but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it, as Trustee aforesaid (and it hereby represents that it possesses full power and authority to execute this instrument). It is expressly understood and agreed by every person, firm or corporation hereafter claiming an interest pursuant to this instrument that Trustee has executed this instrument solely for the purpose of subjecting the title holding interest and the trust estate under the aforesaid Trust to the terms of this instrument; that no personal liability or personal responsibility is assumed by nor shall, at any time, be asserted or enforceable against Trustee personally on account of this instrument or on account of any representation, obligation, duty, covenant or agreement contained herein, either express or implied; all such personal liability, if any, being expressly waived and released; and further, that no duty shall rest upon Trustee, either personally or as Trustee, to sequester trust assets, rentals, avails or proceeds of any kind, or otherwise to see to the fulfillment or discharge of any obligation, express or implied, arising pursuant to the terms of this instrument, except where acting pursuant to direction, as provided by the terms of the Trust Agreement.

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aforesaid, and after being first supplied with funds required for such purpose. In the event of any conflict between the terms of this paragraph and the remainder of this instrument, or in the event of any question of apparent liability or obligation resting upon Trustee, the exculpatory provisions hereof shall be controlling.

IN WITNESS WHEREOF, the said Assignor has caused this instrument to be executed in accordance with all necessary procedures on the date first above written.

PIONEER BANK AND TRUST COMPANY, a Corporation of Illinois, as Trustee under Trust Agreement dated June 1, 1982, and known as Trust Number 23207

[SEAL]

ATTEST:

By: 
Printed Name: BARBARA A. CLEVENGER
Its: VICE PRESIDENT

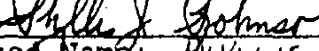
By: 
Printed Name: PHYLLIS J. ROBINSON
Its: ASST SECRETARY

PIONEER BANK AND TRUST COMPANY, a Corporation of Illinois, as Trustee under Trust Agreement dated June 23, 1981, and known as Trust Number 22884

[SEAL]

ATTEST:

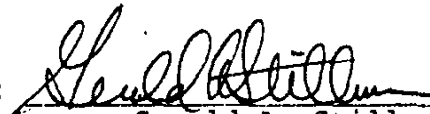
By: 
Printed Name: BARBARA A. CLEVENGER
Its: VICE PRESIDENT

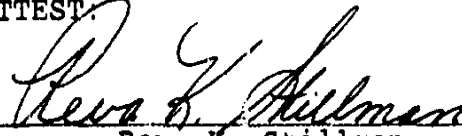
By: 
Printed Name: PHYLLIS J. ROBINSON
Its: ASST SECRETARY

MID-CONTINENT BUILDERS, INC.

[SEAL]

ATTEST:

By: 
Gerald A. Stillman
Its President


Reva K. Stillman
Its Secretary

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COOK COUNTY CLERK'S OFFICE
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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 5th day of August, 1987, before me appeared Barbara Clevenger, to me personally known, who, being by me duly sworn did say that he/she is the Vice President of Pioneer Bank and Trust Company, an Illinois corporation, as Trustee under Trust Agreement dated June 1, 1982 and known as Trust Number 23207 and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Asst. Secretary acknowledged said instrument to be the free act and deed of said corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.



Sharon Jackson
NOTARY PUBLIC

My Commission Expires:

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 5th day of August, 1987, before me appeared Barbara Clevenger, to me personally known, who, being by me duly sworn did say that he/she is the Vice President of Pioneer Bank and Trust Company, an Illinois corporation, as Trustee under Trust Agreement dated June 23, 1981, and known as Trust Number 22884 and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Asst. Secretary acknowledged said instrument to be the free act and deed of said corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.



Sharon Jackson
NOTARY PUBLIC

My Commission Expires:

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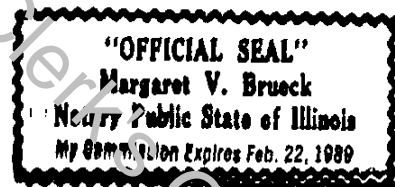
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Gerald A. Stillman and Reva K. Stillman, personally known to me to be the President and Secretary, respectively, of MID-CONTINENT BUILDERS, INC., and Illinois corporation ("Corporation"), and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of Corporation, for the uses and purposes therein set forth; and the said Secretary did also then and there acknowledge that as custodian of the corporate seal, did affix the said corporate seal thereof to said instrument as her own free and voluntary act, and as the free and voluntary act of the corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 15th day of July, 1987.

Margaret V. Brueck
Notary Public

My Commission Expires: February 22, 1989



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EXHIBIT "A"

PARCEL 1:

LOT 13 IN TOWNCENTER RESUBDIVISION NO. 1, BEING A RESUBDIVISION OF LOT 3 IN TOWNCENTER SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF TOWNCENTER RESUBDIVISION NO. 1 FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, ON FEBRUARY 10, 1983 AS DOCUMENT NUMBER 26503820.

PARCEL 2:

LOT 14 IN TOWNCENTER RESUBDIVISION NO. 1, BEING A RESUBDIVISION OF LOT 3 IN TOWNCENTER SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF TOWNCENTER RESUBDIVISION NO. 1 FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, ON FEBRUARY 10, 1983 AS DOCUMENT NUMBER 26503820.

PARCEL 3:

LOT 5 IN TOWNCENTER SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF CORRECTION OF TOWNCENTER SUBDIVISION FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, ON JUNE 24, 1982 AS DOCUMENT 26270570.

PARCEL 4:

PERPETUAL NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF, AND APPURTENANT TO, PARCEL 1 FOR INGRESS AND EGRESS, DELIVERY, PARKING OF VEHICLES, PASSAGE AND ACCOMMODATION OF PEDESTRIANS, AND THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, RELOCATION AND REMOVAL OF "UTILITY LINES", CREATED BY THAT CERTAIN RECIPROCAL EASEMENT AND OPERATION AGREEMENT DATED SEPTEMBER 28, 1981 ("REAOA") FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS (THE "PUBLIC OFFICE") ON OCTOBER 9, 1981 AS DOCUMENT 26024548, WHICH REAOA WAS AMENDED BY THAT CERTAIN FIRST RESTATEMENT OF RECIPROCAL EASEMENT AND OPERATION AGREEMENT DATED AS OF SEPTEMBER 28, 1981 ("FROREAOA") FILED FOR RECORD IN THE PUBLIC OFFICE ON FEBRUARY 10, 1983 AS DOCUMENT 26503823, IN, OVER, ALONG, ACROSS AND UNDER THE "COMMON AREAS" OF PARCEL 2, PARCEL 3, AND PARCEL 4 HEREIN AND THE "COMMON AREAS" OF LOTS 4 AND 7 IN TOWNCENTER SUBDIVISION, ACCORDING TO THE PLAT OF CORRECTION OF TOWNCENTER SUBDIVISION, AS AFORESAID, ALL AS DEFINED IN THE FROREAOA OR AS SHOWN ON THE SITE PLAN ATTACHED TO THE FROREAOA AND MARKED "SCHEDULE C".

PARCEL 5:

PERPETUAL NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF, AND APPURTENANT TO, PARCEL 2 FOR INGRESS AND EGRESS, DELIVERY, PARKING OF VEHICLES, PASSAGE AND ACCOMMODATION OF PEDESTRIANS, AND THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, RELOCATION AND REMOVAL OF

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"UTILITY LINES", CREATED BY THAT CERTAIN RECIPROCAL EASEMENT AND OPERATION AGREEMENT DATED SEPTEMBER 28, 1981 ("REAOA") FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS (THE "PUBLIC OFFICE") ON OCTOBER 9, 1981 AS DOCUMENT 26024548, WHICH REAOA WAS AMENDED BY THAT CERTAIN FIRST RESTATEMENT OF RECIPROCAL EASEMENT AND OPERATION AGREEMENT DATED AS OF SEPTEMBER 28, 1981 ("FROREAOA") FILED FOR RECORD IN THE PUBLIC OFFICE ON FEBRUARY 10, 1983 AS DOCUMENT 26503823, IN, OVER, ALONG, ACROSS AND UNDER THE "COMMON AREAS" OF PARCEL 1, PARCEL 3, AND PARCEL 4 HEREIN AND THE "COMMON AREAS" OF LOTS 4 AND 7 IN TOWNCENTER SUBDIVISION, ACCORDING TO THE PLAT OF CORRECTION OF TOWNCENTER SUBDIVISION, AS AFORESAID, ALL AS DEFINED IN THE FROREAOA OR AS SHOWN ON THE SITE PLAN ATTACHED TO THE FROREAOA AND MARKED "SCHEDULE C".

PARCEL 6:

PETPETUAL NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF, AND APPURTENANT TO PARCEL 3 FOR INGRESS AND EGRESS, DELIVERY, PARKING OF VEHICLES, PASSAGE AND ACCOMMODATION OF PEDESTRIANS, AND THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, RELOCATION AND REMOVAL OF "UTILITY LINES", CREATED BY THAT CERTAIN RECIPROCAL EASEMENT AND OPEARTION AGREEMENT DATED SEPTEMBER 28, 1981 ("REAOA") FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS (THE "PUBLIC OFFICE") ON OCTOBER 9, 1981 AS DOCUMENT 26024548, WHICH REAOA WAS AMENDED BY THAT CERTAIN FIRST RESTATEMENT OF RECIPROCAL EASEMENT AND OPERATION AGREEMENT DATED AS OF SEPTEMBER 28, 1981 ("FROREAOA") FILED FOR RECORD IN THE PUBLIC OFFICE ON FEBRUARY 10, 1983 AS DOCUMENT 26503823, IN, OVER, ALONG, ACROSS AND UNDER THE "COMMON AREAS" OF PARCEL 1, PARCEL 2, AND PARCEL 4 HEREIN AND THE "COMMON AREAS" OF LOTS 4 AND 7 IN TOWNCENTER SUBDIVISION, ACCORDING TO THE PLAT OF CORRECTION OF TOWNCENTER SUBDIVISION, AS AFORESAID, ALL AS DEFINED IN THE FROREAOA OR AS SHOWN ON THE SITE PLAN ATTACHED TO THE FROREAOA AND MARKED "SCHEDULE C".

PARCEL 7:

PETPETUAL NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF, AND APPURTENANT TO, PARCEL 1 FOR THE INSTALLATION, OPERATION, USE, MAINTENANCE, REPAIR, REPLACEMENT, RELOCATION AND REMOVAL OF PRESENT AND FUTURE "UTILITY LINES", AS DEFINED IN AND AS CREATED BY THAT CERTAIN EASEMENT AND OPERATION AGREEMENT DATED JUNE 30, 1983 ("EOA") AND FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON JULY 14, 1983 AS DOCUMENT 26688313, IN, OVER, ACROSS AND UNDER THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF LOTS 2 AND 9 IN TOWNCENTER SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 9, 1981 AS DOCUMENT 26024524 AND CORRECTED BY PLAT RECORDED JUNE 24, 1982 AS DOCUMENT 26270570, TOGETHER

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WITH THAT PART OF LOT 12 IN TOWNCENTER RESUBDIVISION NO. 1, BEING A RESUBDIVISION OF LOT 3 IN TOWNCENTER SUBDIVISION AFORESAID, ACCORDING TO THE PLAT OF TOWNCENTER RESUBDIVISION NO. 1 RECORDED FEBRUARY 10, 1983 AS DOCUMENT 26503820, LYING EAST OF A LINE DRAWN 25.00 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF LOT 13 IN THE AFORESAID TOWNCENTER RESUBDIVISION NO. 1, IN COOK COUNTY, ILLINOIS.

PARCEL 8:

PERPETUAL NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF, AND APPURTENANT TO, PARCEL 2 FOR THE INSTALLATION, OPERATION, USE, MAINTENANCE, REPAIR, REPLACEMENT, RELOCATION AND REMOVAL OF PRESENT AND FUTURE "UTILITY LINES", AS DEFINED IN AND AS CREATED BY THAT CERTAIN EASEMENT AND OPERATION AGREEMENT DATED JUNE 30, 1983 ("EOA") AND FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON JULY 14, 1983 AS DOCUMENT 26688313, IN, OVER, ALONG, ACROSS AND UNDER THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF LOTS 2 AND 9 IN TOWNCENTER SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 9, 1981 AS DOCUMENT 26024524 AND CORRECTED BY PLAT RECORDED JUNE 24, 1982 AS DOCUMENT 26270570, TOGETHER WITH THAT PART OF LOT 12 IN TOWNCENTER RESUBDIVISION NO. 1, BEING A RESUBDIVISION OF LOT 3 IN TOWNCENTER SUBDIVISION AFORESAID, ACCORDING TO THE PLAT OF TOWNCENTER RESUBDIVISION NO. 1 RECORDED FEBRUARY 10, 1983 AS DOCUMENT 26503820, LYING EAST OF A LINE DRAWN 25.00 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF LOT 13 IN THE AFORESAID TOWNCENTER RESUBDIVISION NO. 1, IN COOK COUNTY, ILLINOIS.

PARCEL 9:

PERPETUAL NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF, AND APPURTENANT TO, PARCEL 3 FOR THE INSTALLATION, OPERATION, USE, MAINTENANCE, REPAIR, REPLACEMENT, RELOCATION AND REMOVAL OF PRESENT AND FUTURE "UTILITY LINES", AS DEFINED IN AND AS CREATED BY THAT CERTAIN EASEMENT AND OPERATION AGREEMENT DATED JUNE 30, 1983 ("EOA") AND FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON JULY 14, 1983 AS DOCUMENT 26688313, IN, OVER, ALONG, ACROSS, AND UNDER THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF LOTS 2 AND 9 IN TOWNCENTER SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 9, 1981 AS DOCUMENT 26024524 AND CORRECTED BY PLAT RECORDED JUNE 24, 1982 AS DOCUMENT 26270570, TOGETHER WITH THAT PART OF LOT 12 IN TOWNCENTER RESUBDIVISION NO. 1, BEING A RESUBDIVISION OF LOT 3 IN TOWNCENTER SUBDIVISION AFORESAID, ACCORDING TO THE PLAT OF TOWNCENTER RESUBDIVISION NO. 1 RECORDED FEBRUARY 10, 1983 AS DOCUMENT 26503820, LYING EAST OF A LINE DRAWN 25.00 FEET WEST

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OF AND PARALLEL WITH THE WEST LINE OF LOT 13 IN THE AFORESAID TOWNCENTER RESUBDIVISION NO. 1, IN COOK COUNTY, ILLINOIS.

PARCEL 10:

PERPETUAL NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF, AND APPURTENANT TO, PARCEL 1 FOR THE INSTALLATION, OPERATION, USE, MAINTENANCE, REPAIR AND RELOCATION OF ANY AND ALL PRESENT AND FUTURE UNDERGROUND UTILITIES, INCLUDING SEWERS, WATER AND GAS MAINS, ELECTRICAL POWER LINES, TELEPHONE LINES AND OTHER UTILITY LINES NEEDED TO SERVE THE "SHOPPING CENTER", AS DEFINED IN AND AS CREATED BY THAT CERTAIN EASEMENT AND OPERATION AGREEMENT DATED AS OF SEPTEMBER 28, 1983 AND FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON NOVEMBER 29, 1983, AS DOCUMENT 26878023, OVER, UNDER, ALONG AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

LOT 7 IN TOWNCENTER SUBDIVISION BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF CORRECTION OF TOWNCENTER SUBDIVISION FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT 26270570 ON JUNE 24, 1982 IN COOK COUNTY, ILLINOIS

PARCEL 11:

PERPETUAL NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF, AND APPURTENANT TO, PARCEL 2 FOR THE INSTALLATION, OPERATION, USE, MAINTENANCE, REPAIR AND RELOCATION OF ANY AND ALL PRESENT AND FUTURE UNDERGROUND UTILITIES, INCLUDING SEWERS, WATER AND GAS MAINS, ELECTRICAL POWER LINES, TELEPHONE LINES AND OTHER UTILITY LINES NEEDED TO SERVE THE "SHOPPING CENTER", AS DEFINED IN AND AS CREATED BY THAT CERTAIN EASEMENT AND OPERATION AGREEMENT DATED AS OF SEPTEMBER 28, 1983 AND FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON NOVEMBER 29, 1983 AS DOCUMENT 26878023, OVER, UNDER, ALONG AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

LOT 7 IN TOWNCENTER SUBDIVISION BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF CORRECTION OF TOWNCENTER SUBDIVISION FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 26270570 ON JUNE 24, 1982 IN COOK COUNTY, ILLINOIS.

PARCEL 12:

PERPETUAL NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF, AND APPURTENANT TO, PARCEL 3 FOR THE INSTALLATION, OPERATION, USE, MAINTENANCE, REPAIR AND RELOCATION OF ANY AND ALL PRESENT AND FUTURE UNDERGROUND UTILITIES, INCLUDING SEWERS, WATER AND GAS MAINS, ELECTRICAL POWER LINES, TELEPHONE LINES AND OTHER UTILITY LINES NEEDED TO SERVE THE "SHOPPING CENTER", AS DEFINED IN AND AS CREATED BY THAT CERTAIN EASEMENT AND OPERATION AGREEMENT DATED AS OF SEPTEMBER 28, 1983 AND FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON

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NOVEMBER 29, 1983 AS DOCUMENT 26878023, OVER, UNDER, ALONG AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:
LOT 7 IN TOWNCENTER SUBDIVISION BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT OF CORRECTION OF TOWNCENTER SUBDIVISION FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 26270570 ON JUNE 24, 1982 IN COOK COUNTY, ILLINOIS.

PARCEL 13:

THE SOUTH 30 FEET OF LOT 4 (FORMERLY PART OF LOT 3) IN TOWNCENTER SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT OF CORRECTION RECORDED JUNE 24, 1982 AS DOCUMENT 26270570, IN COOK COUNTY, ILLINOIS.

Cook County Clerk's Office

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