2700

MORTGAGE

THIS MORTGAGE made this 15th day of March, 1988, by American National Bank and Trust Company of Chicago, a National Banking Association, of 33 North LaSalle, Chicago, Illinois, not personally, but as trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated September 18, 1986 and known as Trust Number 100055-02 (hereinafter called "Mortgagor") and AMERICAN FAMILY LIFE INSURANCE COMPANY (hereinafter called "Mortgagee").

For the purpose of securing a) the payments when and as due and payable, of the principal and interest on the Mortgage Note (hereinafter called "Note") of Mortgagor dated March 15, 1988, payable to the order of Mortgagee in the principal amount of One Million Two Hundred Fifty Thousand Dollars, with interest thereon at 10.625% per annum, being due and payable in installments with the last installment payable on March 1, 1998; b) the payment of all other sums, with interest at said rate, as may be advanced by Mortgagee in accordance with the Mortgage (the indebtedness evidenced by the Note and all other sums expended by the Mortgagee are hereinafter collectively referred to as the "Indebtedness"); and c) the performance of all covenants, conditions and agreements of this Mortgage, the Commitment Letter dated January 5, 1988, and amended by a letter dated February 8, 1988 (hereinafter called "Commitment Letter") and in the Note, the Mortgagor does hereby mortgage, grant, bargain, sell and convey unto the Mortgagee, its successors and assigns, forever, all the tract or parcel of land (hereinafter called the "Land") situated in the County of Cook, State of Illinois, legally described on attached Exhibit "A" attached hereto and made a part hereof.

THIS INSTRUMENT WAS PREPARED BY:

Robert J. Ryan
Suite 303
560 Green Bay Road
Winnetka, Illinois 60093

RETURN DOCUMENT TO ABOVE

Property address
44 Century Drive
Wheeling, Ill. 60090

Together with:

a) All of the hereditaments, appurtenances, easements, rights and interests thereunto now or hereafter belonging or in any way appertaining, including but not limited to, those specifically set forth on attached Exhibit "A";

b) All of the buildings, structures and other improvements now on or that may be placed hereafter on the Land and all the rents, income and profits arising therefrom and for the use thereof; and

c) All heating, plumbing, lighting, gas and electrical fixtures, equipment and apparatus and all other fixtures of any kind and nature, now or hereafter situated therein or thereon and all additions, accessions, increases, accessories, renewals, replacements, substitutions, betterments and repairs thereof except such items as may be the property of Mortgagor's tenant, if any. (All of the foregoing, together with the Land, are hereinafter referred to as the "Mortgaged Property.")

TO HAVE AND TO HOLD the Mortgaged Property unto the Mortgagee, its successors and assigns forever.

PROVIDED, NEVERTHELESS, that if the Mortgagor shall pay or cause to be paid all of the Indebtedness hereby secured as and when due and payable and shall strictly observe and perform all of the terms, provisions and conditions contained in this Mortgage, the Commitment Letter, the Note and any other instrument constituting additional security for said Note, then this Mortgage shall cease and be and become null and void and shall be released at Mortgagor's expense, otherwise this Mortgage shall remain in full force and effect.

Mortgagor represents and warrants to the Mortgagee:

A. Title

Mortgagor is the lawful owner of the Mortgaged Property, and has good, right and lawful authority to mortgage and pledge the same as provided herein; the Mortgaged Property is free of all liens and encumbrances except only those as are listed on Exhibit "A" (hereinafter called "Permitted Encumbrances"); and that Mortgagor does warrant and will defend the title to the Mortgaged Property against all claims and demands whether now existing or hereafter arising, not specifically excepted herein.

B. Validity of Mortgage

The Note, this Mortgage and the Assignment of Leases and Rents and the Commitment Letter are valid and enforceable obligations of the Mortgagor in accordance with the terms thereof and their execution, delivery and performance thereof by Mortgagor do not contravene any covenant to any indenture or agreement affecting the Mortgagor.

The Mortgagor further covenants and agrees as follows:

1. Payment of Note: Mortgagor will duly and punctually pay the principal of and interest on the Note in accordance with the terms thereof and all other Indebtedness payable hereunder and secured hereby when and as due and payable from time to time as provided herein.

2. Taxes:

a. Mortgagor will pay all taxes, assessments and governmental charges imposed upon or against the Mortgaged Property at least ten days before penalty attaches thereto and deliver to Mortgagee upon request all official receipts evidencing such payment except that the Mortgagor shall have the right in good faith to protest the amount of such taxes,

assessments and other governmental impositions and such good faith protest shall not be a default under the terms of this paragraph providing that Mortgagor shall deposit in escrow with Mortgagee any portion of the taxes not required to be paid to the taxing authority pursuant to a protest to be held until final determination of the tax protest.

b. The Mortgagor will likewise pay all taxes, assessments and other charges, levied upon or assessed, placed or made against, or measured by, this Mortgage, or the recordation thereof, or the Indebtedness secured hereby, provided that the Mortgagor shall not be obligated to pay such tax, assessment or charge if such payment would be contrary to law or would result in the payment of an unlawful rate of interest on the Indebtedness secured hereby. The Mortgagor shall promptly furnish to Mortgagee all notices received by the Mortgagor of amounts due under this subparagraph. In the event of the passage after the date of this Mortgage of any applicable law, creating or providing for any tax, assessment or charge which may not be lawfully paid by the Mortgagor, the Indebtedness secured hereby, together with interest due thereon, shall, at the option of the Mortgagee become immediately due and payable, providing, however, said election shall be unavailing and this Mortgage and the Note shall be and remain in effect as though said law had not been enacted, if notwithstanding such law, the Mortgagee lawfully pays such tax, assessment or charge to or for the Mortgagor. The provisions of this subparagraph shall not apply to any income tax payable by Mortgagee by reason of interest income.

3. <u>Insurance:</u> Mortgagor shall keep the buildings and all improvements now existing or hereafter erected on the Land insured for all loss or damage occasioned by

fire, extended coverage perils and other such hazards as Mortgagee may require through insurers approved by Mortgagee in such amounts as Mortgagee shall require and Mortgagor shall pay the premiums when due. Said policies of insurance shall contain the standard mortgagee clause endorsed in favor of the Mortgagee or its assigns and said policy shall not be cancelable in any event except upon at least thirty days prior written notice to Mortgagee. The original of all policies of insurance shall be deposited with Mortgagee. Mortgagor shall provide Mortgagee upon request with appropriate evidence that all premiums on said policies of insurance have been paid. Mortgagor shall give prompt notice of loss to the insurance companies and Mortgagee. No settlement of a loss in excess of $5,000 will be made without the Mortgagee's prior written consent. Unless Mortgagor or Mortgagee otherwise agree in writing, insurance proceeds shall be applied to the restoration or repair of the property damaged, providing the Mortgagee deems the restoration or repair to be economically feasible.

4. Tax and Insurance Escrow: So long as this Mortgage is not in default, no reserve deposit or escrow shall be required for taxes, assessments or insurance. If the Mortgagor defaults in the payment of principal, interest, taxes, assessments or other costs and expenses, the Mortgagee may, as a condition of the curing and waiver of such default, require the Mortgagor to escrow with the Mortgagee monthly an amount equal to one-twelfth of the estimated real estate taxes and insurance based upon the prior years' bills for taxes and insurance.

5. Waste and Preservation of Mortgaged Property: Mortgagor shall not commit nor permit waste on or to the Mortgaged Property and will not demolish or remove or substantially alter any building or other improvement on the Land without the prior written consent of Mortgagee. Mortgagor shall keep and maintain the Mortgaged Property

in good condition and repair. Mortgagor shall comply with all present and future laws, ordinances, requirements and regulations of any governmental authority applicable to the Mortgaged Property and to the manner of using or operating the same and with all restrictive covenants affecting title to the Mortgaged Property. Mortgagor shall not remove from the Land any fixtures or personal property included in the Mortgaged Property unless immediately replaced by like property of at least equal value and utility.

6. Liens: Mortgagor will not permit to exist any mechanic, statutory or other lien (except real estate taxes which are not yet due and payable) on the Mortgaged Property or any part thereof which might or could be held to be equal or prior to the lien of this Mortgage. Mortgagor shall pay all expenses and attorney fees incurred by Mortgagee, its successors or assigns by reason of litigation with any third party, including any prior or subsequent lienor for the protection of the lien of this Mortgage or the preservation of the Mortgaged Property.

7. Mortgagee May Cure Defaults: If the Mortgagor should fail to comply with any of the terms, covenants and conditions herein, the Commitment Letter and the Note, the Mortgagee may make advances and perform the same and, where necessary, enter the Mortgaged Property for the purpose of performing any such terms, covenants and conditions. The Mortgagor agrees to repay all sums so advanced upon demand, with interest from the date such advances are made, determined at the same rate as the Note bears, and all sums so advanced, if not repaid, shall be added to the indebtedness secured hereunder, bear interest at the rates specified herein, constitute a lien upon the Mortgaged Property and in the event of foreclosure, be included in the judgment, but no such advances shall be deemed to relieve the Mortgagor from any default hereunder.

8. Financial Statements: Mortgagor shall annually obtain and furnish to the Mortgagee the annual financial statements of GENENDER INTERNATIONAL IMPORTS, INC., prepared by an independent certified public accountant within 90 days after the close of its fiscal year. Further, Mortgagor shall obtain and furnish to the Mortgagee annually on or before April 1, the personal financial statements of KENNETH J. GENENDER, executed by him, including but not limited to a balance sheet, for the previous calendar year.

9. Transfer of Mortgaged Property or a Beneficial Interest in Mortgagor: Any sale, assignment, conveyance or other transfer (whether by contract for deed or otherwise and whether voluntary or by operation of law) of all or any part of the interest of the Mortgagor in all or any part of the Mortgaged Property or any sale or transfer of all or any part of the beneficial interest in Mortgagor (whether by contract for assignment of beneficial interest or otherwise and whether voluntary or by operation of law), excluding a transfer by devise, descent or by operation of law upon the death of the current holder of the beneficial interest in Mortgagor, shall give the Mortgagee the right, at its option, to declare any unpaid principal balance of the Note and all accrued interest thereon, together with all sums advanced or due hereunder and an interest penalty of 5% of the then existing principal balance during the first six loan years immediately due and payable without further notice.

10. Condemnation: If the Mortgaged Property or any part thereof or any interest therein or any right appurtenant thereto including, but not limited to, access, be condemned under any public use the damages, proceeds and consideration for such condemnation or acquisition to the extent of the full amount of the Indebtedness of this Mortgage and the obligations secured hereby remaining unpaid, are hereby assigned by Mortgagor to Mortgagee, its

successors and assigns, as its interest may appear. All such damages, proceeds and consideration shall be paid to Mortgagee and applied by Mortgagee, at its option, after deducting all of its expenses including reasonable attorney fees, accrued in obtaining such damages, proceeds and consideration, to the reduction of the Indebtedness secured hereby whether or not then due and payable; any surplus remaining after payment of all Indebtedness secured hereby to be paid over to Mortgagor.

11. Access: Mortgagor will provide Mortgagee with access to and the right to inspect the Mortgaged Property at all reasonable times, upon five days notice by Mortgagee.

12. Default and Acceleration: If any one or more of the following events (hereinafter called "Event of Default") shall occur:

a. Default in any payment of money required to be made under the Note or any payment of money or be made under this Mortgage or the Assignment of Leases and Rents.

b. Mortgagor defaults in, or fails to comply with, any of the other terms, covenants and conditions of the Note, Assignment of Leases and Rents, this Mortgage or the Commitment Letter.

c. Mortgagor becomes bankrupt under any applicable bankruptcy law or admits, in writing, its inability to pay its debts as they mature or makes an assignment for the benefit of creditors or applies for or consents to the appointment of a trustee or receiver for the major part of its property.

d. Mortgagor grants or permits to exist any other encumbrance on the Mortgaged Property except such encumbrances as may be specifically permitted by the terms of the Commitment Letter.

Then, in each such case, providing the Mortgagee has given Mortgagor written notice of the existence of an "Event of

Default" and such Event of Default is not cured within the date specified in said written notice (which date shall not be less than 15 days from the date of said notice), then Mortgagee may declare the principal of and the accrued interest on the Note, including all sums advanced hereunder with interest, to be forthwith due and payable and thereupon the Note, including both principal and interest accrued thereon, and all sums advanced hereunder and secured hereby, and interest thereon, shall be and become immediately due and payable without presentment, demand or further notice of any kind.

Where an "Event of Default" which requires more than the payment of money to cure and which cannot because of the nature of such default be cured within such 15 days, then Mortgagor shall be deemed to be complying with the notice if, within such 15-day period, Mortgagor takes steps to cure the default as soon as reasonably possible and proceeds thereafter continuously with due diligence to cure the default within a period of time which, under all prevailing circumstances shall be reasonable.

13. Foreclosure: Mortgagor agrees that time is of the essence with respect to the payment of principal and interest when due and in performance of any of the covenants and promises contained herein, the Note, the Assignment of Leases and Rents and the Commitment Letter. In the event of the happening of any uncured Event of Default entitling Mortgagee to accelerate the maturity of the Note or in case the principal of the Note shall have become due and payable, whether by lapse of time or by acceleration, then the Mortgagee may proceed to foreclose this Mortgage by judicial proceedings according to the statutes. Any failure to exercise said option shall not constitute a waiver of the right to exercise the option at any other time. In any such proceeding, there shall be allowed and included, as additional indebtedness in the judgment, all expenses which may be paid or incurred by or

on behalf of the Mortgagee for the attorney's fees, outlays for documentary evidence, costs of abstracts of title, title searches, title insurance policies, and any other expenses with interest which the Mortgagee may deem reasonably necessary to prosecute such suit or to maintain the sale pursuant to the judgment. The proceeds of any foreclosure sale shall be applied first, to the payment of all costs arising from the foreclosure proceedings; second, to the payment of all items other than principal and interest which are secured indebtedness under this Mortgage, third, to the payment of the unpaid principal and interest under the Note; and fourth, any surplus to the Mortgagor, his successors, or assigns.

14. Forbearance by Mortgagee not a Waiver: Any delay by the Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by law or equity shall not be a waiver of or preclude the exercise of such right or remedy or any other right or remedy hereunder or at law or equity. The failure of the Mortgagee to exercise any option to accelerate the maturity of the Indebtedness secured by the Mortgage, the forbearance by the Mortgagee before or after the exercise of such option, or the withdrawal or abandonment or proceedings provided for by this Mortgage shall not be a waiver of the right to exercise such option or to accelerate the maturity of such Indebtedness by reason of any past, present or future event which would permit acceleration under Section 12 hereof. The procurement of insurance or the payment of taxes or other liens or charges by the Mortgagee shall not be a waiver of the Mortgagee's right to accelerate the maturity of the Indebtedness hereby secured.

15. Mortgagee's Remedies Cumulative: All remedies of the Mortgagee are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently or independently, and as often as the occasion therefor

arises.

16. Persons Bound, Captions: The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective heirs, executors, personal representatives, successors and assigns of the Mortgagee and the Mortgagor. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the Note secured hereby. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

17. Notice: Any notice from the Mortgagee to the Mortgagor under this Mortgage shall be deemed to have been given by the Mortgagee and received by the Mortgagor, when mailed by certified mail by the Mortgagee to the Mortgagor at the address of Mortgagor appearing at the beginning of this Mortgage or at such other address as the Mortgagor may designate in writing to the Mortgagee.

18. Government Law, Severability: This Mortgage shall be governed by the laws of the State of Illinois. In the event that any provision or clause of this Mortgage conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage which can be given effect without the conflicting provisions, and to this end the provisions of the Mortgage are declared to be severable.

19. Possession and Receivership: The Mortgagee shall have the right in any proceeding to foreclose this

Mortgage to the appointment of a receiver to collect the rents, issues, income, and profits of the Mortgaged Property and apply them to the payment of the indebtedness, interest, attorney's fees and costs, and any other payments required by the Note or this Mortgage, without notice and without regard to the adequacy of the Mortgaged Property to secure the indebtedness. Or, instead of such receivership, the Mortgagee may, at its option, itself take possession of the Premises during the period of redemption, and collect the rents and apply them in the manner set forth above.

IN WITNESS HEREOF, the Mortgagor has caused this instrument to be duly executed this 15th day of March, 1988.

AMERICAN NATIONAL BANK & TRUST
COMPANY OF CHICAGO as Trustee
aforesaid and not personally

By _____

Attest _____

This Mortgage is executed by the American National Bank and Trust Company of Chicago, not personally but *as Trustee as* aforesaid in the exercise of the power *and authority conferred* upon and vested in it as such Trustee (and said American National Bank and Trust Company of Chicago, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or *in said note contained* shall be construed as creating any liability on the said First Party or on said American National Bank and Trust Company of Chicago personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as *the First* Party and its successors and *said American National Bank* and Trust Company of Chicago personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the *enforcement of the lien hereby* created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but *as Trustee as* aforesaid, has caused *these presents to be signed* by one of its Vice-Presidents, or Assistant Vice-Presidents, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

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

By ..... *Vice-President*

ATTEST ..... *Assistant Secretary*

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, KAREN E. BURNS ..... a Notary Public in and for said County, in the State aforesaid,

DO HEREBY CERTIFY, that J. MICHAEL WHELAN ..... Vice-President of the *AMERICAN NATIONAL BANK AND TRUST COMPANY* OF CHICAGO, and SUZANNE G. BAKER ..... Assistant *Secretary of said Company*, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President, and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed *and delivered the said instrument* as their own free *and voluntary act* and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the *corporate seal of said* Company, did affix the *corporate seal of said Company* to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this MAY 15 1988 day of ..... A.D. 19..

OFFICIAL SEAL
Karen E. Burns
Notary Public, State of Illinois
My Commission Expires 8/2/89

Notary Public

Form 1308

88108296

EXHIBIT "A"

LOTS 54, 55 AND 56 IN PALWAUKEE BUSINESS CENTER UNIT 3, BEING A SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

per #'s 03-11-400-001, ~~03-11-402-010~~

PERMITTED ENCUMBRANCES:

1. RIGHT OF WAY FOR DRAINAGE DITCH INTERSECTING THE PORTION OF THE LAND AS SHOWN ON EXHIBIT 'A' ATTACHED TO THE AGREEMENT RECORDED SEPTEMBER 18, 1961 AS DOCUMENT 18916393.

   (AFFECTS THE UNDERLYING LAND).

2. RIGHTS TO MAINTAIN EXISTING DRAINAGE DITCH IN THE EAST 1/2 OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

   (AFFECTS THE UNDERLYING LAND).

3. RIGHTS, IF ANY, OF THE WHEELING DRAINAGE COMMISSIONERS, IN AND TO THE EAST 1/2 OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 11 AFORESAID, AS DISCLOSED BY THE WARRANTY DEED RECORDED DECEMBER 9, 1915 AS DOCUMENT 5767173.

   (AFFECTS THE UNDERLYING LAND).

4. TERMS, PROVISIONS AND LIMITATIONS, AS CONTAINED IN THE NOTICE OF REQUIREMENT FOR STORM WATER DETENTION, DATED APRIL 17, 1985 AND RECORDED MAY 10, 1985 AS DOCUMENT 85014854 MADE BY THE PRINCIPAL BENEFICIARY OF LA SALLE NATIONAL BANK, TRUST NUMBER 109300, AND BY LA SALLE NATIONAL BANK, AS TRUSTEE OF TRUST NUMBER 109300.

   (AFFECTS THE UNDERLYING LAND).

03-11-407-017 54
-018 55
-019 56

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5. TERMS, PROVISIONS, CONDITIONS AND LIMITATIONS IN THE GRANT OF COVENANT, WAIVING AND RELEASING PRIOR GRANT OF COVENANT, (DATED JULY 6, 1981 AND RECORDED AS DOCUMENT 25936551), DATED APRIL 5, 1985 AND RECORDED JULY 5, 1985 AS DOCUMENT 85089775, AND DATED APRIL 12, 1985 AND RECORDED JULY 18, 1985 AS DOCUMENT 85106825 MADE BY LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST NUMBER 109300, GRANTOR AND OWNER, AND APPROVED, AGREED AND ACCEPTED BY THE VILLAGE OF WHEELING, AN ILLINOIS MUNICIPAL CORPORATION, GRANTEE, PROVIDING FOR:

(1) ISSUANCE OF SITE DEVELOPMENT PERMIT AND CONDITIONS;
(2) NOTICES;
(3) COVENANTS TO RUN WITH THE LAND;
(4) TERMINATION UPON ADOPTION OF THE FLOODWAY MAP AMENDMENT OR THE EXPIRATION OF 25 YEARS FROM DATE HEREOF, WHICHEVER SHALL FIRST OCCUR;
(5) ENFORCEMENT PROVISIONS;
(6) COSTS TO BE PAID BY OWNERS, AND IF UNPAID, SHALL BE A LIEN.

(AFFECTS THE UNDERLYING LAND).

6. RIGHT OF WAY FOR DRAINAGE TILES, DITCHES, FEEDERS AND LATERALS.

7. EASEMENT FOR PUBLIC UTILITIES OVER THE AREAS AS DESIGNATED ON PLAT OF THE LAND AS SHOWN ON PLAT OF PALWAUKEE BUSINESS CENTER, UNIT THREE RECORDED SEPTEMBER 11, 1986 AS DOCUMENT 86408080.

8. EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATION SERVICE RESERVED FOR AND GRANTED TO THE COMMONWEALTH EDISON COMPANY, THE ILLINOIS BELL TELEPHONE COMPANY AND CABLENET, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, TO INSTALL, OPERATE, MAINTAIN AND REMOVE FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND SOUNDS AND SIGNALS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DOTTED LINES ON THE PLAT AND MARKED "EASEMENT", TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS AND COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS THEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEES FACILITIES OR IN, UPON OR OVER THE

PROPERTY WITHIN THE DOTTED LINES MARKED 'EASEMENT' WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER, SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF. PROPERTY PHYSICALLY OCCUPIED BY A BUILDING, SERVICE BUSINESS DISTRICT OR STREET. RELOCATION OF FACILITIES WILL BE DONE BY GRANTEES AT COST OF GRANTOR/LOT OWNER UPON WRITTEN REQUEST, AS SHOWN ON PLAT OF PALWAUKEE BUSINESS CENTER, UNIT 3, RECORDED SEPTEMBER 11, 1986 AS DOCUMENT 86408080.

9. EASEMENT RESERVED FOR AND GRANTED TO THE NORTHERN ILLINOIS GAS COMPANY, ITS SUCCESSORS AND ASSIGNS, IN ALL PLATTED EASEMENT AREAS, STREETS, ALLEYS, OTHER PUBLIC WAYS AND PLACES SHOWN ON THE PLAT OF SUBDIVISION. SAID EASEMENT TO BE FOR THE INSTALLATION, MAINTENANCE, RELOCATION, RENEWAL AND REMOVAL OF GAS MAINS AND APPURTENANCES, AS SHOWN ON PLAT OF PALWAUKEE BUSNIESS CENTER, UNIT 3, RECORDED SEPTEMBER 11, 1986 AS DOCUMENT 86408080.

10. AN EASEMENT RESERVED FOR AND GRANTED TO THE VILLAGE OF WHEELING, ITS SUCCESSORS AND ASSIGNS, IN ALL PLATTED "EASEMENT" AREAS, STREETS, ALLEYS, OTHER PUBLIC WAYS AND PLACES SHOWN ON THE PLAT OF PALWAUKEE BUSINESS CENTER UNIT 3, RECORDED SEPTEMBER 11, 1986 AS DOCUMENT 86408080. SAID EASEMENT TO BE FOR THE INSTALLATION, MAINTENANCE, RELOCATION, RENEWAL AND REMOVAL OF SEWER, WATER MAINS AND DRAINAGE AND APPURTENANCES FOR THE PURPOSES OF SERVING ALL AREAS SHOWN ON THIS PLAT AS WELL AS OTHER PROPERTY, WHETHER OR NOT CONTIGUOUS THERETO. NO BUILDING OR OTHER STRUCTURES SHALL BE CONSTRUCTED OR ERECTED IN ANY SUCH "EASEMENT" AREAS, STREETS, ALLEYS OR OTHER PUBLIC WAYS OR PLACES NOR SHALL ANY OTHER USE BE MADE THEREOF WHICH WILL INTERFERE WITH THE EASEMENTS RESERVED AND GRANTED THEREBY.

11. A 35 FOOT BUILDING LINE AS SHOWN ON PLAT OF PALWAUKEE BUSINESS CENTER, UNIT 3, RECORDED SEPTEMBER 11, 1986 AS DOCUMENT 86408080 OVER THE LAND DESCRIBED AS FOLLOWS:

THE SOUTH LINE OF LOT 54 AND 55;
THE WESTERLY AND THE SOUTHERLY LINES OF LOT 56.

12. A 25 FOOT EASEMENT FOR PUBLIC UTILITIES AND DRAINAGE EASEMENT AS SHOWN ON PLAT OF PALWAUKEE BUSINESS CENTER, UNIT 3, RECORDED SEPTEMBER 11, 1986 AS DOCUMENT 86408080 OVER THE LAND DESCRIBED AS FOLLOWS:

THE SOUTH LINE OF LOT 54 AND 55;
THE SOUTHERLY AND THE WESTERLY LINES OF LOT 56.

13. EASEMENT AS SHOWN ON PLAT OF PALWAUKEE BUSINESS CENTER, UNIT 3, RECORDED SEPTEMBER 11, 1986 AS DOCUMENT 86408080 OVER THE LAND DESCRIBED AS FOLLOWS:

THE NORTH 12 FEET OF LOTS 54 TO 56.

14. THE DRAINAGE OF SURFACE WATER WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISIONS HAVE BEEN MADE FOR THE COLLECTION AND DISCHARGE OF SURFACE WATERS INTO PUBLIC OR PRIVATE AREAS AND/OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF SUBSTANTIVE DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION AS DISCLOSED BY PLAT OF PALWAUKEE BUSINESS CENTER UNIT THREE, RECORDED SEPTEMBER 11, 1986 AS DOCUMENT 86408080.

15. TENANT LEASES IF SUBORDINATE TO THE LIEN OF THIS MORTGAGE.

16. GENERAL AND SPECIAL TAXES AND ASSESSMENTS NOT YET DELINQUENT.