

UNOFFICIAL COPY

AGREEMENT

88119667

This Agreement is made and entered into as of the 24th day of August, 1984, by and among: (a) LaSalle National Bank, not personally but solely as Trustee under Trust Agreement dated the 28th day of November, 1983, and known as Trust No. 107306 ("LaSalle"), and Harvey W. Server ("Server") (LaSalle and Server are jointly and severally referred to herein as the "Adjacent Parcel Owner"); and (b) Amalgamated Trust & Savings Bank, not personally but solely as Trustee under Trust Agreement dated the 5th day of November, 1969 and known as Trust No. 2142 ("Amalgamated"), and Lincoln Village Associates, an Illinois limited partnership (Amalgamated and Lincoln Village Associates are jointly and severally referred to herein as "Shopping Center Owner").

WHEREAS, Amalgamated is the owner of a parcel of land improved with a shopping center (the "Shopping Center Parcel"), legally described on Exhibit 1 attached hereto, and Lincoln Village Associates is the owner of the beneficial interest in the Amalgamated trust; and

WHEREAS, LaSalle is the owner of a parcel of land adjacent to the Shopping Center Parcel (the "Adjacent Parcel"), legally described on Exhibit 2 attached hereto, and Server is the owner of the beneficial interest in the LaSalle trust; and

WHEREAS, a certain parcel of real estate owned by the Metropolitan Sanitary District (the "MSD Parcel") is contiguous and to the east of both the Shopping Center Parcel and the Adjacent Parcel. The MSD Parcel, divided into sub-parcels A, B, C, D and E, is described on Group Exhibit 3 attached hereto. The Shopping Center Owner currently leases MSD sub-parcels A, B and C from the Metropolitan Sanitary District (the "MSD"), and said leases terminate on April 19, 1987. The Shopping Center Owner desires to terminate the present leases to obtain a long term lease of sub-parcels A, B and C. The Adjacent Parcel Owner desires a long term lease of sub-parcels D and E.

WHEREAS, LaSalle and Amalgamated have as of the 16th day of July, 1984, entered into a separate Easement Agreement, creating an easement for ingress and egress on a parcel of real estate (the "Easement Parcel") on the common border of the Shopping Center Parcel and the Adjacent Parcel. A copy of the Easement Agreement is attached hereto as Exhibit 4.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein described, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. PREAMBLES. The preambles hereto are incorporated herein by reference as fully and with the same force and effect as if each and every term, provision and condition thereof was specifically recited herein.

2. THE MSD PARCEL. Regarding the MSD Parcel, the parties agree as follows:

(a) Shopping Center Owner shall offer to the MSD to terminate the existing leases of sub-parcels A, B and C, and

-1-

after recording

Drafted By: Gary B. Kromelow
 Simon & Kromelow
 30 N. LaSalle
 Chicago, Illinois 60601

Please Return To: Josie Carlson
 Ticor Title Insurance Company
 69 West Washington Street
 Chicago, IL 60602 RE:

BOX 15
 NTS JS

N24-16065-14

P.L.N. 13-01-220-035-8002

Address: 6100 N. Lincoln Avenue, Chicago, Illinois 60659

N24-16065-14 / 235638 land Co. Ill.

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shall bid to obtain a lease between MSD and the Shopping Center Owner for the rental of MSD sub-parcels A, B and C on terms acceptable to the Shopping Center Owner.

(b) Adjacent Parcel Owner shall bid to obtain a lease between MSD and the Adjacent Owner for the rental of MSD sub-parcels D and E on terms acceptable to the Adjacent Parcel Owner.

(c) The Shopping Center Owner's present leases with the MSD regarding MSD sub-parcels A, B and C, provide for a total annual rent of \$26,226.00 through April 19, 1987. Any increase in the amount of the rent payable from the Shopping Center Owner to the MSD regarding MSD sub-parcels A, B and C by reason of a new long term lease, for the period from the effective date of the re-negotiated lease to April 19, 1987, shall be paid by the Adjacent Parcel Owner to the Shopping Center Owner.

(d) The parties hereby place the following restrictions on their rights to lease or purchase any part of the MSD Parcel:

(i) from the effective date of this agreement to September 1, 2004, the Adjacent Parcel Owner (including its agents and anyone under its control), its successors and assigns shall not seek or obtain a leasehold or ownership interest in MSD sub-parcels A, B or C; provided, however, that the restrictions imposed upon the Adjacent Parcel Owner shall nonetheless expire as of the first to occur of (1) abandonment by the Shopping Center Owner of its use of sub-parcels A, B and C, but only as to the sub-parcel so abandoned (termination by the Shopping Center Owner of the existing leases for MSD sub-parcels A, B and C for the purpose of bidding to obtain a new lease as described in paragraph 2(a) above shall not be deemed to constitute an "abandonment" as that term is used above), or (2) expiration of any new lease of MSD sub-parcels A, B, and C more fully described in the third preamble paragraph to this agreement and the failure of the Shopping Center Owner to renew or otherwise extend said lease, but only as to those sub-parcels for which the lease was not renewed or extended.

(ii) from the effective date of this agreement to September 1, 2004, the Shopping Center Owner (including its agents and anyone under its control), its successors and assigns shall not seek or obtain a leasehold or ownership interest in MSD sub-parcels D or E, provided, however, that the restrictions imposed upon the Shopping Center Owner shall nonetheless expire as of the first to occur of (1) abandonment by the Adjacent Parcel Owner for its use of sub-parcels D and E, but only as to the sub-parcel so abandoned, or (2) expiration of any lease by the Adjacent MSD lease for sub-parcels D and E presently under negotiation and more fully described in the third preamble paragraph to this agreement and the failure of the Adjacent Parcel Owner to renew or otherwise extend said lease, but only as to those sub-parcels for which the lease was not renewed or extended.

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The restrictions set forth in this Subparagraph 2(d) are designed by the parties to be reasonable restrictions for the mutual benefit of the parties. Each party acknowledges that said restrictions are reasonable and specifically enforceable.

(e) Effective immediately upon the effective date of both the Adjacent Parcel Owner's lease of MSD sub-parcels D and E and the Shopping Center Owner's lease of MSD sub-parcels A, B and C, each party hereby grants the other party the following rights:

(i) the Adjacent Parcel Owner, its agents, employees, tenants and tenants' customers shall have the right of ingress and egress through, over and upon MSD sub-parcels A, B and C;

(ii) the Shopping Center Owner, its agent, employees, tenants and tenants' customers shall have the right of ingress and egress through, over and upon MSD sub-parcels D and E;

(iii) the customers of the Adjacent Parcel Owner's tenants shall have the right to park their cars anywhere on MSD sub-parcels A, B and C while shopping at stores located either on the Shopping Center Parcel or the Adjacent Parcel; and

(iv) the customers of the Shopping Center Owner's tenants shall have the right to park their cars anywhere on MSD sub-parcels D and E while shopping at stores located either on the Shopping Center Parcel or the Adjacent Parcel.

The rights contained in this Subparagraph 2(e) are subject to and contingent upon the creation and continued existence of both parties' leasehold interests in the MSD sub-parcels. The rights contained in this Paragraph shall arise only if said leasehold interests are created and shall terminate upon the termination of either party's leasehold interest.

3. THE EASEMENT PARCEL. Regarding the Easement Parcel, the Adjacent Parcel Owner agrees to pay all development and construction costs, including the costs of the leveling and paving of the Easement Parcel. The Western entryway of the Easement Parcel shall be designed and constructed by the Adjacent Parcel Owner at its own expense. The Shopping Center Owner shall have the right to approve, in writing, the architectural plans for the western entryway of the Easement Parcel prior to construction, which approval shall not be unreasonably withheld. The Adjacent Parcel Owner agrees to pay the attorneys' fees of the Shopping Center Owner in connection with the Easement Agreement [not to exceed Two Thousand Five Hundred Dollars (\$2,500.00)], and the attorneys' fees of the Shopping Center Owner's mortgagee, Connecticut Mutual Life Insurance Company.

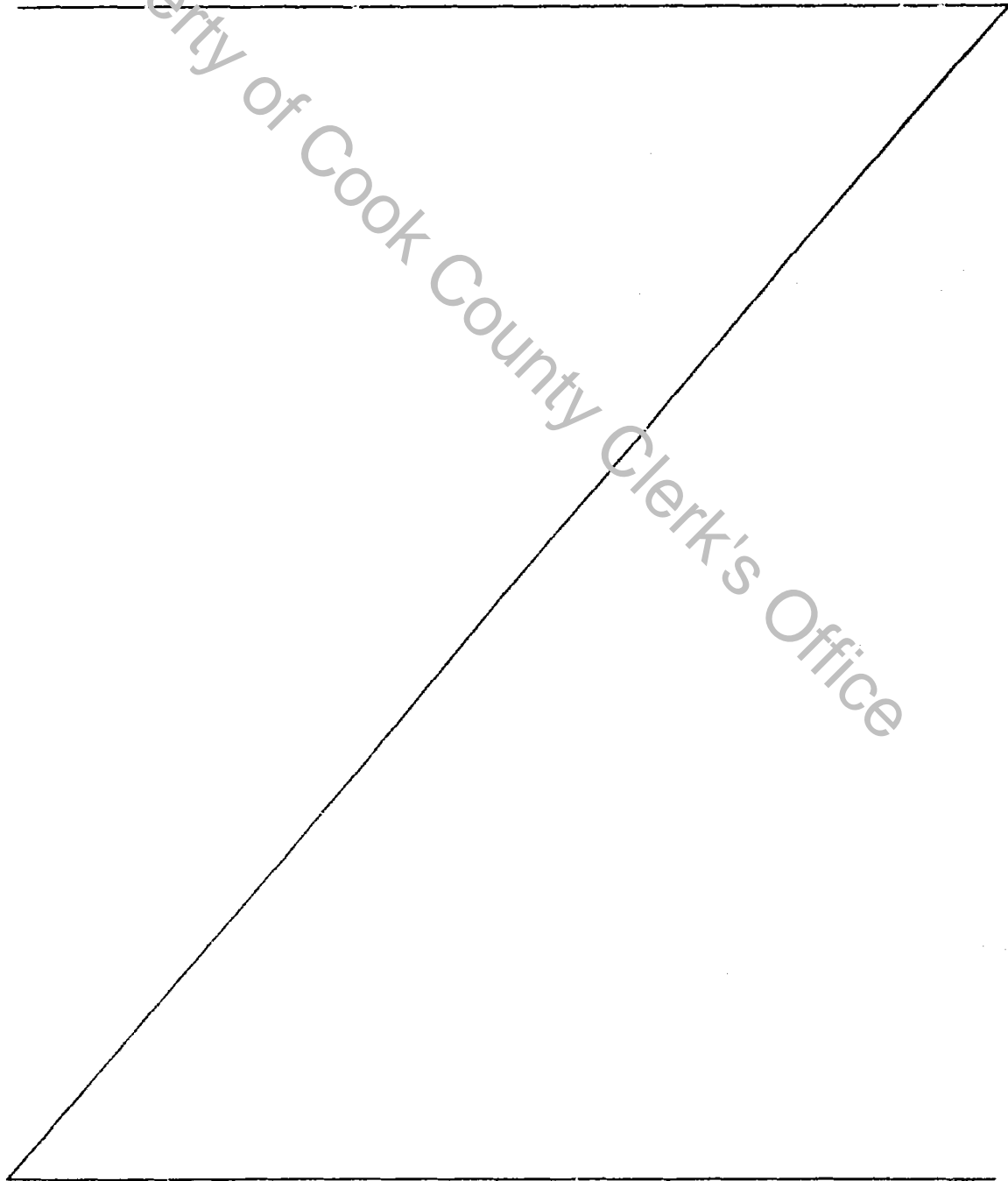
4. INTERPRETATION. This Agreement and the Easement Agreement are entered into for the mutual benefit of the parties in connection with the operation of their respective properties. In no event is this Agreement or the Easement Agreement to be deemed to be or give rise to a partnership agreement or joint venture between the parties.

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It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustees while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustees are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustees or for the purpose or with the intention of binding said Trustees personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustees not in their own right, but solely in the exercise of the powers conferred upon them as such Trustees; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Trustees on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustees in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.



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LaSALLE NATIONAL BANK, not personally but solely as Trustee under Trust Agreement dated November 28, 1983 and known as Trust No. 107306

AMALGAMATED TRUST & SAVINGS BANK, not personally but solely as Trustee under Trust Agreement dated November 5, 1979 and known as Trust No. 2142

BY: *William E. Dillon*

BY: See attached Rider for signature of Trustee

TITLE: ASSISTANT SECRETARY

TITLE: _____

Harvey W. Server
HARVEY W. SERVER

LINCOLN VILLAGE ASSOCIATES,
an Illinois limited partnership

BY: *Marshall Jones*

TITLE: *General Partner*

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Subscribed and sworn to before me by William E. Dillon, as ASSISTANT SECRETARY of LaSalle National Bank, not personally, but as an officer of said Trustee, on this 15 day of October, 1988.

Judith F. Sauer
Notary Public

My Commission Expires 8-9-89

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LASALLE NATIONAL BANK, not personally but solely as Trustee under Trust Agreement dated November 28, 1983 and known as Trust No. 107306

AMALGAMATED TRUST & SAVINGS BANK, not personally but solely as Trustee under Trust Agreement dated November 5, 1979 and known as Trust No. 2142

BY: _____

BY: See attached Rider for signature of Trustee

TITLE: _____

TITLE: _____

HARVEY W. SERVER

LINCOLN VILLAGE ASSOCIATES,
an Illinois limited partnership

BY: *[Handwritten Signature]*

TITLE: *General Partner*

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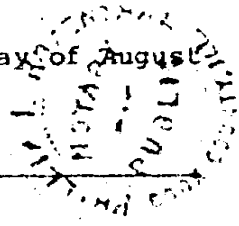
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Phillip J. Rieckhoff, a notary public in and for the county in the state aforesaid, do hereby certify that Harvey Server, individually and as beneficiary of LaSalle National Bank Land Trust 107306 dated November 28, 1983, 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 his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 24th day of August 1984.



Notary Public



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SHOPPING CENTER PARCEL

That part of the North East fractional quarter of Section 2, Township 40 North, Range 13 East of the Third Principal Meridian described as follows: Beginning at the intersection of the West line of the right of way of the Sanitary District of Chicago and the center line of Lincoln Avenue as formerly located, thence Northwesterly along the center line of Lincoln Avenue as formerly located 1200 feet; thence North Easterly on a line at right angles to said center line of Lincoln Avenue, 168.8 feet; thence East 679.5 feet to said West line of the right of way of the Sanitary District of Chicago; thence Southerly along the West line of said right of way 918.73 feet to the point of beginning (except that part lying South Westerly of a line 83 feet Northeasterly of and parallel to the Southerly or South Westerly line of Lincoln Avenue as formerly located) and excepting that part of the premises in question described as follows:

Commencing at the intersection of the center line of Lincoln Avenue and the center line of Kimball Avenue extended North, thence Northwesterly 20.90 feet along the center line of Lincoln Avenue to a point; thence North Easterly 50 feet along a line forming an angle of 90° with the last described course, to a point on the North Easterly right of way line of Lincoln Avenue, which is the point of beginning, beginning at aforesaid described point, thence North Easterly 118.80 feet, along a line forming an angle of 90° with the North Easterly right of way line of Lincoln Avenue to a point; thence Easterly 33.56 feet along a line forming an angle of 49°16' to the right with a prolongation of said last described course to a point; thence South Westerly 179.85 feet along a line forming an angle of 130°44' to the right with a prolongation of said last described course to a point on the Northeasterly right of way line of Lincoln Avenue; thence Northwesterly 70.90 feet along the Northeasterly right of way line of Lincoln Avenue to the point of beginning, as condemned for Kimball Avenue on petition of the City of Chicago filed July 6, 1933, Case B-271453 Circuit Court of Cook County, Illinois, and in Cook County, Illinois.

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ADJACENT PARCEL

Lot 3 of Anthony Subdivision of part of the east half of the North east quarter of Section 2, Township 40 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

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EXHIBIT 2

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Parcel A

A parcel of land lying in the East 1/2 of the Northeast 1/4 of Section 2, Township 40 North, Range 13, East of the Third Principal Meridian, more particularly described as follows:

Commencing at the intersection of the East line of the aforesaid Northeast 1/4 and the Northeasterly right-of-way line of Lincoln Avenue; thence N50°-57'-58"W along the Northeasterly right-of-way line of Lincoln Avenue 462.72 feet to the point of beginning; thence continuing N50°-57'-58"W along said Northeasterly line 115.00 feet to the westerly right-of-way line of the North Shore Channel; thence N9°-08'-31"W, along said Westerly line 25.00 feet; thence N80°-51'-29"E, 115.00 feet; thence S8°-43'-31"W, 275.01 feet; thence S13°-49'-19"W, 93.07 feet to the point of beginning, containing 0.8309 acres.

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Parcel B

A parcel of land lying in the East 1/2 of the Northeast 1/4 of Section 2, Township 40 North, Range 13, East of the Third Principal Meridian, more particularly described as follows:

Commencing at the intersection of the East line of the aforesaid Northeast 1/4 and the Northeasterly right-of-way line of Lincoln Avenue; thence $N50^{\circ}-57'-58''W$, along the Northeasterly right-of-way line of Lincoln Avenue 577.72 feet to the westerly right-of-way line of the North Shore Channel; thence $N90^{\circ}-08'-31''W$, along said westerly line 275.00 feet to the point of beginning; thence continuing $N9^{\circ}-08'-31''W$, 285.00 feet; thence $N90^{\circ}-51'-29''E$, 118.00 feet; thence $S8^{\circ}-32'-20''E$, 285.00 feet; thence $S80^{\circ}-51'-29''W$, 115.00 feet to the point of beginning, containing 0.7622 acres.

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Parcel C

A parcel of land lying in the East 1/2 of the Northeast 1/4 of Section 2, Township 40 North, Range 13, East of the Third Principal Meridian, more particularly described as follows:

Commencing at the intersection of the East line of the aforesaid Northeast 1/4 and the Northeasterly right-of-way line of Lincoln Avenue; thence N50°-57'-53"W along the Northeasterly right-of-way line of Lincoln Avenue, 577.72 feet to the Westerly right-of-way line of the North Shore Channel; thence N9°-08'-31" W, along said Westerly line 560.00 feet to the point of beginning; thence continuing N9°-08'-31" W, 285.00 feet; thence N80°-51'-29" E, 143.00 feet; thence S8°-44'-24" E, 285.01 feet; thence S80°-51'-29" W, 143.00 feet to the point of beginning, containing 0.9421 acres.

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Parcel D

A parcel of land lying in the East 1/2 of the Northeast 1/4 of Section 2, Township 40 North, Range 13, East of the Third Principal Meridian, more particularly described as follows:

Commencing at the intersection of the East line of the aforesaid Northeast 1/4 and the Northeasterly right-of-way line of Lincoln Avenue; thence N50°-57'-58" W along the Northeasterly right-of-way line of Lincoln Avenue 577.72 feet to the westerly right-of-way line of the North Shore Channel; thence N90°-08'-31" W, along said westerly line 845.00 feet to the point of beginning; thence continuing N9°-08'-31" W, 272.86 feet; thence N88°-19'-34" E, 156.33 feet; thence S6°-52'-27" E, 252.73 feet; thence S30°-51'-29" W, 145.00 feet to the point of beginning, containing 0.9058 acres.

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Parcel E, Lincoln Village Area

A parcel of land lying in the Northeast 1/4 of Section 2, Township 40 North, Range 13, East of the Third Principal Meridian, more particularly described as follows:

Commencing at the northeast corner of aforesaid Section 2; thence South $88^{\circ} 19' 34''$ West along the north line of said Section 2, 597.00 feet; thence South $1^{\circ} 40' 26''$ East, 33.00 feet to a point on the south line of Devon Avenue, said point being the point of beginning; thence South $1^{\circ} 40' 26''$ East, 212.55 feet; thence South $5^{\circ} 40' 26''$ East, 355.32 feet; thence South $88^{\circ} 19' 34''$ West, 69.03 feet to the westerly right-of-way line of the North Shore Channel; thence North $9^{\circ} 08' 31''$ West along said westerly right-of-way line, 364.64 feet to the easterly line of McCormick Boulevard; thence northerly along the easterly line of McCormick Boulevard, said line being a curve concave to the northwest and having a radius of 550.51 feet, 187.56 feet; thence North $1^{\circ} 40' 26''$ West along the easterly line of McCormick Boulevard, 21.50 feet to the south line of Devon Avenue; thence North $88^{\circ} 19' 34''$ East along the south line of Devon Avenue, 60.00 feet to the point of beginning, containing 0.992 acres, more or less, all in Cook County, Illinois.

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EASEMENT AGREEMENT

This easement agreement is made and entered into as of the 16th day of July, 1984 by and between LaSALLE NATIONAL BANK, not personally but solely as trustee under trust agreement dated the 28th day of November, 1983 and known as Trust No. 107306 ("LaSalle") and AMALGAMATED TRUST AND SAVINGS BANK, not personally but solely as trustee under trust agreement dated the 5th day of November, 1969 and known as Trust No. 2142 ("Amalgamated").

WITNESSETH, THAT:

WHEREAS, Amalgamated is the owner of a parcel of land improved with a shopping center (the "Shopping Center Parcel") and, interchangeably with the Adjacent Parcel hereinafter defined, is sometimes referred to as a "Parcel"), legally described on Exhibit A attached hereto; and

WHEREAS, LaSalle is the owner of a parcel of land adjacent to the Shopping Center Parcel (the "Adjacent Parcel") and, interchangeably with the Shopping Center Parcel, is sometimes referred to as a "Parcel") intended for commercial and business use, legally described on Exhibit B attached hereto; and

WHEREAS, LaSalle and Amalgamated have agreed to create a perpetual easement for the mutual benefit of the Shopping Center Parcel and the Adjacent Parcel over, upon and across a parcel of real estate on the common border of each said Parcel, legally described on Exhibit C attached hereto (the "Easement Parcel"); and

WHEREAS, the agreements of the parties relative to the Easement Parcel are as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and easements of the parties herein described, the sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

- 1) The preambles hereto are incorporated herein by reference as fully and with the same force and effect as if each and every term, provision and condition thereof was specifically recited herein.
- 2) LaSalle and Amalgamated, for themselves, their successors and assigns, hereby declare and grant a perpetual, non-exclusive easement over, upon and across the Easement Parcel for pedestrian and vehicular ingress and egress.
- 3) The owner of each Parcel hereby reserves the right from time to time to install, maintain, repair and replace utility conduits, including but not limited to storm and sanitary sewer facilities, beneath the surface of that portion of the Easement Parcel falling within the boundary of such owner's Parcel to service improvements now or hereafter constructed upon said Parcel. The party for whose benefit the surface of the Easement Parcel shall be affected for the uses and purposes described in this Section 3 shall promptly restore the surface of that portion of the Easement Parcel so affected at its sole cost and expense.
- 4) Subject to the provisions of Section 3 hereof, the owner of the Shopping Center Parcel shall maintain the surface of the Easement Parcel in good condition and repair.

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The owners of each respective Parcel shall be responsible for the payment of one-half (1/2) of the reasonable direct costs expended for such maintenance and repair. In the event the owner of the Shopping Center Parcel shall not perform its maintenance obligations hereunder within thirty (30) days after notice from the owner of the Adjacent Parcel, or in the event either party shall not pay all sums due hereunder within fifteen (15) days after notice from the other party, the wronged party shall have, as its sole remedy, either singularly or in combination as the case may be (i) the right to an action for damages, which may be satisfied solely from assets of the trust estate of the offending party and/or (ii) the right but not the obligation to perform such maintenance or repair and in such case said party shall be reimbursed for the reasonable cost thereof within fifteen (15) days after presentation of a statement of the amount due. No notice shall be required for the performance of work in the case of an emergency. If the amount required to be paid hereunder by either party is not paid within fifteen (15) days after receipt of an itemized statement with respect thereto, the unpaid sum shall be a lien on the Parcel of the offending party junior to the rights of any mortgage lender or tenant then or thereafter having an interest in the affected Parcel, subject to foreclosure in the same manner as a mortgage lien, and shall bear interest until paid at the rate which is Two Percent (2%) in excess of the prime rate of interest from time to time announced by The First National Bank of Chicago or any entity which succeeds to substantially all the assets or business of said bank.

5) The owners of the Adjacent Parcel and the Shopping Center Parcel, respectively, their licensees and invitees shall have reasonable rights of temporary ingress, egress and use of the area immediately adjacent to the Easement Parcel for the sole purpose of exercising their respective rights under Sections 3 and 4 hereof; provided, however, that by the exercise of said temporary rights neither party shall unreasonably interfere with the use and enjoyment of the other party's Parcel or the business activities conducted thereupon.

6) The easements created hereby which burden the Shopping Center Parcel shall be for the benefit of the Adjacent Parcel and the owners (including trust beneficiaries if the owner shall be a trust), mortgagees and tenants from time to time of the Adjacent Parcel, together with their respective licensees and invitees.

7) The easements created hereby which burden the Adjacent Parcel shall be for the benefit of the Shopping Center Parcel and the owners (including trust beneficiaries if the owner shall be a trust), mortgagees and tenants from time to time of the Shopping Center Parcel, together with their respective licensees and invitees.

8) The rights and burdens created hereby shall run with the land and shall be binding upon and inure to the benefit of the parties described in Sections 6 and 7 hereof whether or not any reference hereto shall be specifically included in the granting clause of any mortgage, trust deed or granting clause in a deed of conveyance, it being understood and agreed that the terms, provisions and conditions of this instrument shall be deemed to be incorporated by reference in any such mortgage, trust deed or deed of conveyance.

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9) It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustees while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustees are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustees or for the purpose or with the intention of binding said Trustees personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustees not in their own right, but solely in the exercise of the powers conferred upon them as such Trustees; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Trustees or any of the beneficiaries under said Trust Agreements, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustees in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

LaSALLE NATIONAL BANK, not personally but solely as trustee aforesaid

By: 

Attest:



Secretary

AMALGAMATED TRUST AND SAVINGS BANK, not personally but solely as trustee aforesaid

By: _____

Attest:

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9) It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustees while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustees are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustees or for the purpose or with the intention of binding said Trustees personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustees not in their own right, but solely in the exercise of the powers conferred upon them as such Trustees; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Trustees or any of the beneficiaries under said Trust Agreements, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustees in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

LaSALLE NATIONAL BANK, not personally but solely as trustee aforesaid

By: _____

Attest:

AMALGAMATED TRUST AND SAVINGS BANK, not personally but solely as trustee aforesaid

By: Edward C. Jarczyk

Attest:

Brenda Porter Helms

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JOINDER OF MORTGAGEE

The undersigned, being the holder of a Note secured by a mortgage ("Mortgage") upon the Shopping Center Parcel recorded in the office of the Cook County Recorder of Deeds on February 1, 1977 as Document No. 23806574, as modified by instrument recorded as Document No. 23840015, hereby joins in the within and foregoing Easement Agreement for the sole purpose of agreeing, and does hereby agree, that the lien of the Mortgage shall and hereby is declared to be junior, subject and subordinate to the easements created therein and hereby as fully and with the same force and effect as if the said Easement Agreement was recorded prior to the recording of the Mortgage or disbursement of the loan secured by the Mortgage.

CONNECTICUT MUTUAL LIFE
INSURANCE COMPANY

By: Nelson C. Eddy 11th
Nelson C. Eddy
Assistant Investment Officer

Attest:

David C. Kline
David C. Kline
Secretary

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SHOPPING CENTER PARCEL

That part of the North East fractional quarter of Section 2, Township 40 North, Range 13 East of the Third Principal Meridian described as follows: Beginning at the intersection of the West line of the right of way of the Sanitary District of Chicago and the center line of Lincoln Avenue as formerly located, thence Northwesterly along the center line of Lincoln Avenue as formerly located 1200 feet; thence North Easterly on a line at right angles to said center line of Lincoln Avenue, 168.8 feet; thence East 679.5 feet to said West line of the right of way of the Sanitary District of Chicago; thence Southerly along the West line of said right of way 918.73 feet to the point of beginning (except that part lying South Westerly of a line 83 feet Northeasterly of and parallel to the Southerly or South Westerly line of Lincoln Avenue as formerly located) and excepting that part of the premises in question described as follows:

Commencing at the intersection of the center line of Lincoln Avenue and the center line of Kimball Avenue extended North, thence Northwesterly 20.90 feet along the center line of Lincoln Avenue to a point; thence North Easterly 50 feet along a line forming an angle of 90° with the last described course, to a point on the North Easterly right of way line of Lincoln Avenue, which is the point of beginning, beginning at aforesaid described point, thence North Easterly 118.90 feet, along a line forming an angle of 90° with the North Easterly right of way line of Lincoln Avenue to a point; thence Easterly 93.50 feet along a line forming an angle of 49°16' to the right with a prolongation of said last described course to a point; thence South Westerly 179.85 feet along a line forming an angle of 130°44' to the right with a prolongation of said last described course to a point on the Northeasterly right of way line of Lincoln Avenue; thence Northwesterly 70.90 feet along the Northeasterly right of way line of Lincoln Avenue to the point of beginning, as condemned for Kimball Avenue on petition of the City of Chicago filed July 6, 1933, Case B-271453 Circuit Court of Cook County, Illinois, all in Cook County, Illinois.

EXHIBIT A

88119667

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ADJACENT PARCEL

Lot 2 of Anthony Subdivision of part of the east half of the North east quarter of Section 2, Township 40 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

Property of Cook County Clerk's Office

88119667

EXHIBIT B

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Property of Cook County Clerk's Office

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EASEMENT PARCEL

That part of the Northwest fractional quarter of Section 2, Township 40 North, Range 13 East of the Third Principal Meridian lying Southeasterly of Kimball Avenue (McCormick Boulevard), Northeasterly of the center line of Lincoln Avenue and Westerly of the West line of the Sanitary District of Chicago described as follows: Being a strip of land 37 feet wide as measured at right angles, lying 12 feet North and 25 feet South of the following described line; beginning at a point on the Westerly line of the Sanitary District of Chicago 918.73 feet Northwesterly of the center line of Lincoln Avenue; thence North 90° West 583.57 feet to a point of termination of said line on the Easterly line of McCormick Boulevard 230.13 feet Northerly of the center line of Lincoln Avenue, as measured along the Easterly line of McCormick Boulevard; and bounded on the East by the West line of the Sanitary District of Chicago and on the West by the Easterly right of way line of McCormick Boulevard, all in Cook County, Illinois.

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COOK COUNTY RECORDER

-88-119667

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EXHIBIT C

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