#### MORTGAGEE WAIVER

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TO:

Citibank, N.A., as Agent c/o Citicorp North America, Inc. 200 South Wacker Drive Chicago, Illinois 60606

5 143553 TAAN 6742 09/21/90 11:45/80 - 49225 t # -90-461261

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The undersigned, PRINCIPAL MUTUAL LIFE INSURANCE COM-PANY, has provided certain financial accommodations to VENTURE STORES, INC., a Delaware corporation ("Borrower"), and, in connection therewith, the Borrower has (i) entered into certain financing agreements, documents and instruments with or for the benefit of the undersigned (collectively, the "Mortgage Loan Documents"), including, without limitation, the mortgages, deeds of trust and related security agreements identified on Exhibit A hereto, and (ii) granted mortgage liens on each of the premises (collectively, the "Plemises") identified on Exhibit A hereto and security interests in the property described on Exhibit B hereto (the "Mortgagee Collateral") such Premises and Mortgagee Collateral being security for the poligations of Borrower under the Mortgage Loan Documents. The undersigned is the sole mortgagee of the Premises under the Mortgage Loan Documents. Borrower has certain of its assets located on the Premises.

Borrower has entered into certain financing arrangements with Citibank, N.A. ("Citibank") and certain other financial institutions (together with Citibank, the "Banks") for which Citibank has agreed to act as agent ("Agent") and, as a condition to the Banks' loans, advances and other financial accommodations to Borrower, the Banks require liens on all of Corrower's accounts, inventory, chattel paper, documents and instruments (as each such term is defined under the Uniform Commercial Code (the "UCC")) located on the Premises, all proceeds thereof and all books, records and general intangibles related thereto (as more specifically identified on Exhibit C hereto, the "Bank Collateral").

To induce the Banks and the Agent (together with their respective successors and assigns) to enter into said financing arrangements, and for other good and valuable consideration, the undersigned hereby:

 acknowledges that it does not have any consensual, statutory or possessory liens, including, without limitation, rights of levy, against any assets or property of Borrower other than the Premises and the Mortgages Collateral; and

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- (ii) agrees that, if Borrower defaults on its obligations to the Banks or the Agent and, as a result, the Agent, on behalf of the Banks, undertakes to enforce its security interest in the Bank Collateral, the undersigned will permit the Agent to remain on the Premises for a period of one hundred and fifty (150) days in order to assemble the Bank Collateral, conduct a liquidation sale on the Premises and/or otherwise remove the Bank Collateral from the Premises after the earlier to occur of (a) the date the Agent first receives actual notice of the taking of possession by the undersigned or its designee, assignee or any other transferee of the undersigned (the "Action Date"), or (b) the date the Agent begins to occupy the Premises for the purpose of enforcing its security interest in the Bank Collateral (the "Occupation Date"); provided that the following shall be conditions to the Agent's right to take possession of the Premises as aforesaid:
  - the Agent shall notify the undersigned of its intention to take possession of the Premises and
  - the Agen's shall pay the undersigned the current payments due (and not otherwise paid by the Borrower) under the "Notes" (as defined in the Mortgage Loan Documents) on an Unaccelerated basis, for the period of time commencing on the earlier of (I) the thirtieth (30th) day following the Action Date and (II) the Occupation Date, and ending on the date on which (X) the Agent notifies the undersigned that the Agent no longer intends to occupy the Premises (in the event that the Agent has previously notified the Agent that it intends to take possession of the Premises but has not so taken possession), or (Y) the Agent quits possession of the Premises (in the event the Agent has taken actual possession of the Premises).

The undersigned agrees that it will not take any action the effect of which is to materially interfere wich or hinder the Agent's actions in enforcing its liens on the Bank Collateral.

Any notices required or desired to be given hereander shall be directed to the party to be notified at the address of such party stated herein.

The agreements contained herein shall continue in force until all of Borrower's obligations and liabilities to the Banks and the Agent are paid and satisfied in full and all financing arrangements between the Banks and Borrower have been terminated. The Agent shall use reasonable efforts to notify the undersigned promptly following the repayment of such obligations and liabilities and the termination of such arrangements.

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The agreements contained herein may not be modified or terminated orally and shall be binding upon the successors, assigns and personal representatives of the undersigned. The undersigned will use its best efforts to notify all successors transferees and mortgagees of the existence of this agreement.

Executed and delivered as of this 10th day of August

PRINCIPAL MUTUAL LIFE
INSURANCE COMPANY

By August
Title: DAVID P. ELLINGSON
Associate General Counsel

Address:
711 High Street
Des Moines, Iowa 50392-0300
Attn: Karen Pearston, Esq.

I, (IN) J. COMOV, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT MOVEN A and NIVILLE ELLING ON personally known to me to be the KNITH COUNTY and KNITH TOWN (A Principal Mutual Life Insurance Company, 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 as such officers such persons signed and delivered such instrument, as the free and voluntary act and dead of such persons and of such corporation, for the uses and purposes

Given under my hand and official seal this day of

therein set forth.

Notary Public

My commission expires:

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# UNOFFICIAL COPY

Acknowledged and accepted as of this 10th day of August, 1990:

CITIBANK, N.A.,

By Muhflyons
Title: VICEL PRESIDENT

Address:

Citibank, N.A.

c/o Citicorp North America, Inc.
200 South Wacker Drive
Chicago, Illinois 53506

Attn: Marty Martinson

COUNTY OF NEW YORK

I, MARY TAYUR, a Notary Public in and for the County and State aforesaid, DO HERES! CERTIFY THAT

MARK THORS personally known to me to be a Vice President of Citibank, N.A., a national banking association, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared parore me this day in person and acknowledged that as such officer such person signed and delivered such instrument, as the free and voluntary act and deed of such person and of such national banking association, for the uses and purposes therein set forth.

Given under my hand and official seal this 21 day of AUCUST, 1990.

Motary Toylor
Notary Publid

My commission expires: 3-6-91

MARY TAYLOR
Notary Public, Blate of New York
No. 41-4947968
Qualified - Olinens County
Certificate Time To New York County
Commission Expires March 6, 1981

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Venture Stores, Inc., the Tenant under the foregoing Mortgagee Waiver, dated as of August 10, 1990, hereby acknowledges and accepts such Mortgagee Waiver and agrees that it shall notify Principal Mutual Life Insurance Company ("Principal") promptly following the repayment of the Tenant's obligations and liabilities to the Agent and the Banks, and the termination of such arrangements, but in no event later than thirty (30) days following the later of such repayment or termination. In addition, the Tenant agrees that it shall provide Principal with a copy of each UCC termination statement filed in connection with such repayment and termination.

ACCEPTED AND AGREED:

VENTURE STOPES, INC.

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Address:

2001 E. Terra Lane

O'Fallon, Missouri 63366-0110

Attention: Chief Financial Officer

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COUNTY OF A Charles	C
I. Kuren M. Porter	n A Notary Public in and for DO HEREBY CERTIFY THAT
the County and State aforesaid,	DO HEREBY CERTIFY THAT
AVP City	rsonally known to me to be the f Venture Stores, Inc. and per-
sonally known to me to be the sa	
scribed to the foregoing instrum	ent, appeared before me this day
	as such officer such person sign-
ed and delivered such instrument	
and deed of such nerson and of s	uch corporation, for the uses and

Given under my hand and official seal this 5th day of

KAREN M PORTELL
Notary Public-State of Missourl
ST. CHARLES COUNTY
My Commission Expires
February 21, 1994

purposes therein set forth.

My commission expires:  $\frac{2/21/94}{}$ 

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#### EXHIBIT A

#### Mortgage Loan Documents

Premises (Street Addresses)	Mortgage Loan Docu- ment	Filing Office	Filing Date & Number
7401 Lamont Road Downers Crove, IL	Mortgage	Dupage County Recorder's Office	July 5, 1990 R90- 083437
1500 West Elmburst Road, Mt. Prospect, IL	Mortgage	Cook Coun- ty Record- er's Of- fice	July 5, 1990 90319686
17 West 734-22nd Street, Oak Brook Terrace, IL	Mortgage	Dupage County Re- corder's Office	July 5, 1990 R90-083443
510 South Route 59, Naperville, IL	Mortgags	Dupage County Recorder's Office	July 5, 1990 R90-083440
140 Countryside Plaza, Countryside, IL	Leasehold Mortgage	Crok Coun- ty Racord- er's Of- fice	July 5, 1990 903- 19692
21000 S. Cicero Ave- nue, Matteson, IL	Mortgage	Cook County Record- er's Of- fice	July 5, 1990 90319690
50 River Oaks West, Calumet City, IL	Mortgage .	Cook Coun- ty Record- er's Of- fice	July 5, 1990 90319694
430 West Ridge Road, Griffith, IN	Leasehold Mortgage & Fixture Financing Statement	Lake Coun- ty Record- er's Of- fice	July 5, 1990 110172

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4101 West 95th, Oaklawn, IL	Mortgage	Cook Coun- ty Record- er's Of- fice	July 5, 1990 90319688
3979 Highway 70, St. Peters, MO	Deed of Trust	St. Charles Recorder's Office	July 6, 1990 23289, in Book 1328, page 1882 & rere- corded as 23290, in Book 1328, page 1906
3200 Laclede Station Road, Mapleword, MO	Deed of Trust	St. Louis County	July 6, 1990 Daily Num- ber 715, Book 8798, page 51
4820 North Oak Traf- ficway, Kansas City, MO	Deed of . Trb4t	Clay Coun- ty Record- er	July 5, 1990 G71259 in Book 1981, page 885
4820 North Oak Traf- ficway, Kansas City, MO	Leasehold Deed of Trust	Clay Coun- ty Record- er	July 5, 1990 G71261
4704 Bannister Road, Kansas City, MO	Deed of Trust	Jackson County Recorder's Office	July 5, 1990 K931303
901 West Lake Ave- nue, Peoria, IL	Leasehold Mortgage	Peoria County Recorder's Office	July 5, 1990 90+14874

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#### EXHIBIT B

#### MORTGAGEE WAIVER

139 DESTOR:

VENTURE STORES, INC.

141 SECURED PARTY:

Principal mutual life insurance company

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#### DESCRIPTION OF COLLATERAL

All of the following property now or at any time hereafter owned by Debtor or in which the Debtor may now or at anytime hereafter have any interest or rights, together with all of Debtor's right, title and interest therein:

- All right, title and interest of Debtor in the real estate legally described on Exhibit & The "Land"), together with any and all buildings and improvements of every kind and discription now or hereafter erected or placed on the the Land (the "Improvements"; say Land and the Improvements are herein collectively referred to 25 the "Property") and (1) materials intended for construction, reconstruction, elteration and repairs of the improvements, all of which materials shall be deemed to be included within the Property in mediately upon the delivery thereof to the Property, and all Building Equipment (as defined below) now or hereafter owned by Debtor and attached to or contained in and used in connection with the Property; and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to said improvements in any manner. For purposes hereof the term "Building Equipment" shall, subject to the following sentence, include all right, title and interest of Debtor in and to all machinary, apparatus, equipment, fittings and fixtures now or hereafter located on, in or about or affixed to the Property or any part thereof and now or hereafter used in the operation of any building owned by Debtor and located on the Property or any part thereof and including, without limitation, all engines, furnaces, boilers, stokers, pumps, heaters, plumiting, lifting and ventilating apparatus, air cooling and air conditioning apparatus, gas and electrical fixtures. The term Building Equipment shall exclude (i) trade fixtures and perional property owned by third party space or ground tenants, and (ii) movable trade listures, partitions, furniture, furnishings and equipment (including, without limitation, with of sale terminals and security and telephone systems) used, or produced for use, in connection with the operation of any business conducted on the Property and not otherwise necessary for the operation of any building located on the Property:
- 2. Debtor's right, title and interest, as lessor, in and to all lessor or subleases of the Land and leases of the improvements (collectively, the "Leases") or any part thereof, heretofore or hereafter made and entered into by Debtor:
  - 3. Debtor's right, title and interest in the rents and deposits (including security deposits and utility deposits) under the Leases:
- 4. The proceeds, together with any interest earned thereon, of any insurance policies collected or claimed as a result of any loss or damage to any portion of the improvements resulting from fire, vandalism, malicious mischief or any other casualty or physical harm:

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5. All ewards, judgments or claims, including interest earned thereon, resulting from the exercise of the power of condemnation or eminent domain affecting 192 131 130 the Property; and

6. All proceeds from the sale, transfer, or pledge of any or all of the foregoing property.

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Page 1 of 4

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DESTOR:

Venture Stores, Inc. 2001 East Terra Lane O'Fallon, Missouri 63366 SECURED PARTY:

Citibank, N.A., as Agent for the "Banks" from time to time party to that certain Credit Agreement between Debtor, Secured Party and the Banks c/o Citicorp North America, Inc. 200 South Wacker Drive Chicago, Illinois 60606 Attention: Corporate Banking Division

All of the Debtor's right, title and interest in and to the following property, in each case whether now owned or existing or hereafter acquired or arising and however and wherever arising or located (the "Collaboral"):

- (a) INVENTORY: All inventory in all of its forms, including, without limitation, (i) all goods, merchandise and other personal property the ished or to be furnished under any contract of service or intended for sale or lease, including, without limitation, goods in which the Debtor has an interest or right as consignor, (ii) all rew materials, work in process, finished goods, and materials and supplies of any kind, nature or description used or consumed in the Dobtor's business or in connection with the manufacture, production, packing, shipping, advertising, finishing or sale of the foregoing, (iii) all goods in which the Debtor has an interest in was or a joint or other interest or right of any kind (including, without limitation, goods in which the Debtor has an interest or right as consignee, other than the Debtor's rights under those certain consignment arrangements with General Electric Co. and General Electric Credit Corporation as consignor), and (iv) all goods of the type described in items (i) through (iii) of this subsection (a) which are returned to or repossessed by the Debtor; in each case whether in the possession of the Debtor or a bailed or any other person for sale, storage, transit, processing, use or otherwise, and any and all documents for or relating to any of the foregoing (all of the foregoing being the "Inventory");
- (b) RECEIVABLES: All accounts, contract rights, chattel paper, instruments, documents, and other rights to payment of any kind arising out of or in connection with the sale or lease of Inventory, including, without limitation, (i) any of the foregoing which are not evidenced by instruments or chattel

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Page 2 of 4

#### EXHIBIT C TO MORTGAGEE WAIVER

DESTOR:

Venture Stores, Inc. 2001 East Terra Lane O'Fallon, Missouri 63366

#### SECURED PARTY:

Citibank, N.A., as Agent for the "Banks" from time to time party to that certain Credit Agreement between Debtor, Secured Party and the Banks c/o Citicorp North America, Inc. 200 South Wacker Drive Chicago, Illinois 60606 Attention: Corporate Banking Division

D/000 paper, (ii) all proceeds of any letters of credit supporting any amount owing to the Debtor in connection with the sale or lease of Inventory, (iii) all proceeds of insurance policies on which the Debtor is named as beneficiary, to the extent such proceeds relate to a loss in respect of Inventory, (iv) all claims against third parties for advances or other financial accommodations or any other obligations what we ever owing to the Debtor, to the extent such claims or obligations arise in connection with a sale or lease of Inventory, and (1) all rights in and to all security agreements, leases, guaranties, instruments, documents of title and other contracts securing, evidencing, supporting or otherwise relating to any of the foregoing, cosother with all rights in Inventory which any of the foregoing may represent and all rights in returned or repossessed Inventory which any of the same may represent, including, without limitation. May right of stoppage in transit (all of the foregoing being the "Receivables", and any and all such security agreements, leases, guaranties, instruments and documents of title and other contracts being the "Related Contracts");

(c) GENERAL INTANGIBLES: All rights, interests, choses in action, causes of actions, claims and other intangible property of the Debtor of every kind and nature (other than Receivables) relating to any of the Inventory, the Receivables, and/or the Related Contracts including, without limitation, (1) corporate and other business records, (ii) loans, royalties, and other obligations receivable, (iii) inventions, designs, trade secrets, computer programs, software, printouts and other computer materials, goodwill, registrations, copyrights, copyright applications, permits, licenses, franchises, customer lists, credit files, correspondence, and advertising materials, (iv) customer and supplier contracts, firm sale orders, rights under license and franchise agreements, and rights under tax sharing agreements, (v) tax refunds and tax refund claims, (vi) Debtor's right, title and interest under leases, subleases, licenses and concessions and other agreements relating to

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#### EXCIBIT C TO MORTGAGES WAIVER

DESTOR:

Venture Stores, Inc. 2001 East Terra Lane O'Fallon, Missouri 63366

#### SECURED PARTY:

Citibank, N.A., as Agent for the "Banks" from time to time party to that certain Credit Agreement between Debtor, Secured Party and the Banks c/o Citicorp North America, Inc. 200 South Wacker Drive Chicago, Illinois 60606 Attention: Corporate Banking Division

Attention: Division

perconal property, (vii) any deposit accounts (general or special) with any bank or other financial institution which contains proceeds of Inventory or Receivables, (viii) credits with and other claim, against third parties (including carriers and shippers), (ix) all rights to indemnification, (x) letters of credit, guaranties, lieno, security interests and other security held by or granted to the Sebtor, and (xi) other general intangibles (the items described in clauses (i) through (xi) above being, in all cases, limited to all such items related to Inventory, Receivables and/or Teleted Contracts of the Debtor);

- (d) DOCUMENTS: All bills of lading, warehouse receipts and other documents of titls relating to any Inventory;
- (e) OTHER PROPERTY: (i) All property or interests in property of the Debtor which now may be owned or hereafter may come into the possession, custody or control of the Secured Party or any Bank, or any agent or affiliate of the Secured Party or any Bank, pursuant to the Credit Agreement between the Debtor, Secured Party and the Banks from time to party thereto (the "Credit Agreement") or any of the other loan documents (whether for safekeeping, deposit, custody, pledge, transmission. collection or otherwise), including, without limitation, all rights and interests of the Debtor in respect of any and 11 (A) notes, drafts, letters of credit, stocks, bonds, and debt and equity securities, whether or not certificated, and warrants, options, puts and calls and other rights to acquire or otherwise relating to the same, (B) cash, and (C) proceeds of loans, advances and other financial accommodations, including, without limitation, loans, advances and other financial accommodations made or extended under the Credit Agreement (all such items in clauses (A) through (C) being limited to all such items owned by, or in the possession, custody or control of the Secured Party or any Bank or any of their agents or affiliates), (ii) certain designated promissory notes made by The May Department Stores Company in favor of the Debtor, and (iii) interest rate and

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Page 4 of 4

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DESTOR:

Venture Stores, Inc. 2001 East Terra Lane O'Fallon, Missouri 63366 SECURED PARTY:

Citibank, N.A., as Agent for the "Banks" from time to time party to that certain Credit Agreement between Debtor, Secured Party and the Banks c/o Citicorp North America, Inc. 200 South Wacker Drive Chicago, Illinois 60606 Attention: Corporate Banking Division

currency exchange agreements, including, without limitation, cap, collar, floor, foreird and similar agreements and interest rate protection agreements entered into pursuant to the Credit Agreement; and

(f) All accessions and additions to, substitutions and documents for, and replacements, proceeds (including, without limitation, all payments under insurance policies, whether or not the Secured Party is a loss payer thereof) and products of any of the foregoing Collateral, and any indemnity, warranty or quaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral, to the extent -lart's Office not otherwise included in this description

VENTURE STORES, INC.

Senior Vice President

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Senior Vice Frenident

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### EXHIBIT () LEGAL DESCRIPTION

River Oaks 500 River Oaks West Calumet City, IL

#### PARCEL 1:

LOT 6 AND LOT 7 (EXCEPT THE WEST 75 FEET THEREOF) AND ALL OF LOT 9 IN VENTURE URBAN SUBDIVISION, BEING A RESUBDIVISION OF LOT 3 (EXCEPTING THEREFPON THAT PART TAKEN FOR ADDITIONAL RIGHT-OF-WAY FOR 159TH STREET IN CASE SUMBER SOLIOSI6 IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS) AND LOT 4 OF THE RESUBDIVISION OF LOT 2 IN RIVER OAKS WEST UNIT NUMBER 2, A SUBDIVISION OF PART OF THE NORTH EAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID VENTURE URBAN SUBDIVISION RECORDED JULY 22, 1981 AS DOCUMENT 25944971.

#### PARCEL 2:

THE RECIPROCAL AND NON-INCLUSIVE EASEMENT, PRIVILEGES OF INGRESS AND EGRESS, PARKING AND FOR UTILITY AND MAINTENANCE PURPOSES CREATED AND GRANTED AS AN APPURTENANCE TO PARCEL 1 ABOVE BY THAT CERTAIN CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENTS AGREEMENT DATED AS OF THE 20TH DAY OF AUGUST, 1973 BY ANI BETWEEN THE MAY DEPARTMENT STORES COMPANY AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTED UNDER TRUST AGREEMENT DATED DECEMBER 21, 1964 AND KNOWN AS TRUST NUMBER 21073, RECORDED ON AUGUST 30, 1973 AS DOCUMENT NO. 22460033 AS AMENDED BY THE FIRST AMENDMENT TO CONSTRUCTION, OPERATION, AND RECIPROCAL EASEMENT AGREEMENT RECORDED JULY 24, 1981 AS DOCUMENT 25948606 AND AS AMENDED BY SECOND AMENDMENT RECORDED AS DOCUMENT 27499192 AT THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS AMENDED AND SUPPLEMENTED INJUM, OVER, UPON AND UNDER CERTAIN ADJOINING REAL PROPERTY THEREIN MORE PARTICULARLY DESCRIBED, TOGETHER WITH ALL THE RIGHTS, POWERS, AND PRIVILEGES AND BENEFITS UNDER SAID EASEMENTS AGREEMENT ACCRUING TO THE OWNER OF SAID PARCEL 1, ITS SUCCESSORS, LEGAL REPRESENTATIVES AND ASSIGNS, AZDON COOK COUNTY, ILLINOIS.

This document projected by and should be returned to.

Harry Schrichtenhousen

Sidky & Abottin

One First Notional Plaza

Chirsago, II. GOGOS

500 River Oaks West Calumet City, IL PINS: 29-24-200-039-0000 29-24-200-041-0000

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