

MORTGAGEE WAIVER

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

DEPT-01 RECORDING 125.50
TAXES TRAM 5/42 09/21/90 11:48:00
1997 : * - 911 - 461263
COOK COUNTY RECORDER

The undersigned, PRINCIPAL MUTUAL LIFE INSURANCE COMPANY, 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 "Premises") 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 obligations 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 Borrower'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:

(i) 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 Mortgagee 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 Agent 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 accelerated 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 with or hinder the Agent's actions in enforcing its liens on the Bank Collateral.

Any notices required or desired to be given hereunder 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 1990:

PRINCIPAL MUTUAL LIFE INSURANCE COMPANY

By Karen A. Pearston
Title: KAREN A. PEARSTON, Assistant Counsel

By David P. Ellingson
Title: DAVID P. ELLINGSON
Associate General Counsel

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

STATE OF Iowa,
COUNTY OF Polk

I, Carol J. Benson, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT Karen A. Pearston and David P. Ellingson personally known to me to be the Assistant Counsel and Associate General Counsel respectively, of 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 deed of such persons and of such corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 6 day of September, 1990.

Carol J. Benson
Notary Public

My commission expires: _____

904012

1990.

title: **VICTIM OF DEATH**

nk, N.A.
 floor North America, Inc.
 uth Wacker Drive
 o, Illinois 60606

Marty Martinson

OF NEW YORK;
 OF NEW YORK;

Attn: Marty Martinson

COUNTY OF NEW YORK

Given under my hand and official seal this 27 day of AUGUST, 1990.

My commission expires: 3-6-91

MARY TAYLOR
Notary Public, New York
Commission Expires March 8, 1981

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MARY TAYLOR
Notary Public, County of New York
No. 45,900,000
Qualified in New York County
Commission Expires March 8, 1991

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My commission expires: 3-6-91

Mary Taylor
Notary Public

I, MARY TAYLOR, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT MARK C. LYONS, a national banking association, and personally known to me to be a Vice President of Citibank, N.A., a national banking association, and subscribed to the foregoing instrument, appeared before 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 29th day of AUGUST, 1990.

STATE OF NEW YORK
COUNTY OF NEW YORK

Address: Citibank, N.A.,
c/o Citicorp North America, Inc.,
200 South Wacker Drive
Chicago, Illinois 60606
Attn: Marty Martinson

By Mark C. Lyons
Title: Vice President

ACKNOWLEDGED AND ACCEPTED AS OF THIS 10th DAY OF
August, 1990:
CITIBANK, N.A.,

THE UNIVERSITY OF CHICAGO
CHICAGO, ILLINOIS 60637

DEAR MR. [REDACTED]:

[REDACTED]

Sincerely,
[REDACTED]

33-1070E

DATE RECEIVED BY THE DIRECTOR OF INVESTIGATION

[Handwritten signature]

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[illegible]

THE UNIVERSITY OF CHICAGO LIBRARY

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 STORES, INC.

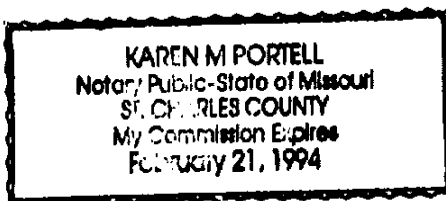
By *John O. Burt*
Title: SVP-CFO

Address:
2001 E. Terra Lane
O'Fallon, Missouri 63366-0110
Attention: Chief Financial Officer

STATE OF MO.
COUNTY OF St. Charles

I, Karen M. Portell, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT John O. Burt personally known to me to be the SVP-CFO of Venture Stores, Inc. and 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 as such officer such person signed and delivered such instrument, as the free and voluntary act and deed of such person and of such corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 5th day of September, 1990.



Karen M. Portell
Notary Public

My commission expires: 2/21/94

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EXHIBIT A

Mortgage Loan Documents

<u>Premises (Street Addresses)</u>	<u>Mortgage Loan Docu- ment</u>	<u>Filing Office</u>	<u>Filing Date & Number</u>
7401 Lamont Road Downers Grove, IL	Mortgage	Dupage County Recorder's Office	July 5, 1990 R90- 083437
1500 West Elmhurst 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	Mortgage	Dupage County Recorder's Office	July 5, 1990 R90-083440
140 Countryside Plaza, Countryside, IL	Leasehold Mortgage	Cook Coun- ty Record- er's Of- fice	July 5, 1990 903- 19692
21000 S. Cicero Ave- nue, Matteson, IL	Mortgage	Cook Coun- ty 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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of the
County Clerk's Office
of Cook County, Illinois

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for the Department
of the County Clerk's Office

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4101 West 95th, Oaklawn, IL	Mortgage	Cook County Recorder's Office	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 & rerecorded as 23290, in Book 1328, page 1906
3200 Laclede Station Road, Maplewood, MO	Deed of Trust	St. Louis County	July 6, 1990 Daily Number 715, Book 8798, page 51
4820 North Oak Trafficway, Kansas City, MO	Deed of Trust	Clay County Recorder	July 5, 1990 G71259 in Book 1981, page 885
4820 North Oak Trafficway, Kansas City, MO	Leasehold Deed of Trust	Clay County Recorder	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 Avenue, Peoria, IL	Leasehold Mortgage	Peoria County Recorder's Office	July 5, 1990 90-14874

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**EXHIBIT B
TO
MORTGAGE WAIVER**139 **DEBTOR:****VENTURE STORES, INC.**141 **SECURED PARTY:****PRINCIPAL MUTUAL LIFE INSURANCE COMPANY**

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DESCRIPTION OF COLLATERAL

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

152 1. All right, title and interest of Debtor in the real estate legally described
153 on Exhibit B (the "Land"), together with any and all buildings and improvements of
154 every kind and description now or hereafter erected or placed on the the Land (the
155 "Improvements"; the Land and the Improvements are herein collectively referred to as
156 the "Property") and all materials intended for construction, reconstruction, alteration
157 and repairs of the improvements, all of which materials shall be deemed to be included
158 within the Property immediately upon the delivery thereof to the Property, and all
159 Building Equipment (as defined below) now or hereafter owned by Debtor and attached
160 to or contained in and used in connection with the Property; and all renewals or
161 replacements thereof or articles in substitution therefor, whether or not the same are
162 or shall be attached to said improvements in any manner. For purposes hereof the term
163 "Building Equipment" shall, subject to the following sentence, include all right, title and
164 interest of Debtor in and to all machinery, apparatus, equipment, fittings and fixtures
165 now or hereafter located on, in or about or affixed to the Property or any part thereof
166 and now or hereafter used in the operation of any building owned by Debtor and located
167 on the Property or any part thereof and including, without limitation, all engines,
168 furnaces, boilers, stokers, pumps, heaters, plumbing, lifting and ventilating apparatus,
169 air cooling and air conditioning apparatus, gas and electrical fixtures. The term
170 Building Equipment shall exclude (i) trade fixtures and personal property owned by third
171 party space or ground tenants, and (ii) movable trade fixtures, partitions, furniture,
172 furnishings and equipment (including, without limitation, point of sale terminals and
173 security and telephone systems) used, or procured for use, in connection with the
174 operation of any business conducted on the Property and not otherwise necessary for
175 the operation of any building located on the Property;

177 2. Debtor's right, title and interest, as lessor, in and to all leases or subleases
178 of the Land and leases of the improvements (collectively, the "Leases") or any part
179 thereof, heretofore or hereafter made and entered into by Debtor;

181 3. Debtor's right, title and interest in the rents and deposits (including
182 security deposits and utility deposits) under the Leases;

184 4. The proceeds, together with any interest earned thereon, of any insurance
185 policies collected or claimed as a result of any loss or damage to any portion of the
186 improvements resulting from fire, vandalism, malicious mischief or any other casualty
187 or physical harm;

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- 190 5. All awards, judgments or claims, including interest earned thereon,
191 resulting from the exercise of the power of condemnation or eminent domain affecting
192 the Property; and
- 194 6. All proceeds from the sale, transfer, or pledge of any or all of the
195 foregoing property.

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EXHIBIT C TO MORTGAGE WAIVER

DEBTOR:

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 "Collateral"):

(a) **INVENTORY:** All inventory in all of its forms, including, without limitation, (i) all goods, merchandise and other personal property furnished 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 raw materials, work in process, finished goods, and materials and supplies of any kind, nature or description used or consumed in the Debtor'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 lease 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 bailee 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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**EXHIBIT C
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c/o Citicorp North America, Inc.
200 South Wacker Drive
Chicago, Illinois 60606
Attention: Corporate Banking
Division

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 whatsoever owing to the Debtor, to the extent such claims or obligations arise in connection with a sale or lease of Inventory, and (v) 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, together 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, any 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, (i) 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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Division

personal 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 claims against third parties (including carriers and shippers), (ix) all rights to indemnification, (x) letters of credit, guaranties, liens, security interests and other security held by or granted to the Debtor, 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 related Contracts of the Debtor);

(d) **DOCUMENTS:** All bills of lading, warehouse receipts and other documents of title 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 time 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 all (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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DEBTOR:

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2001 East Terra Lane
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SECURED PARTY:

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200 South Wacker Drive
Chicago, Illinois 60606
Attention: Corporate Banking
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currency exchange agreements, including, without limitation, cap,
collar, floor, forward 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 payee thereof) and products of any of
the foregoing Collateral, and any indemnity, warranty or
guaranty, payable by reason of loss or damage to or otherwise
with respect to any of the foregoing Collateral, to the extent
not otherwise included in this description.

VENTURE STORES, INC.

By: _____
Senior Vice President

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EXHIBIT D LEGAL DESCRIPTION

Mt. Prospect
1500 West Elmhurst Road
Mt. Prospect, IL

PARCEL 1:

LOT 2 IN KENROY'S ELMHURST-CEMPSTER SUBDIVISION BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED MAY 16, 1973 AS DOCUMENT NUMBER 22327173 IN COOK COUNTY, ILLINOIS.

ALSO

PARCEL 2:

NON-EXCLUSIVE PERPETUAL EASEMENT FOR STORM WATER SEWER LINE FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT FROM LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 33425, DATED APRIL 19, 1973 AND RECORDED MAY 22, 1973 AS DOCUMENT NUMBER 22334719, AND AS AMENDED BY DOCUMENT RECORDED SEPTEMBER 26, 1973 AS DOCUMENT NUMBER 22492620.

PARCEL 3:

PERPETUAL EASEMENT FOR STORM WATER SEWER LINE FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT FROM TRUSTEES OF SCHOOLS OF TOWNSHIP 41 NORTH, RANGE 11 EAST TO LA SALLE NATIONAL BANK, TRUST NUMBER 33425 AND KENROY, INCORPORATED, DATED AUGUST 29, 1973 AND RECORDED SEPTEMBER 26, 1973 AS DOCUMENT NUMBER 22492619.

PARCEL 4:

NON-EXCLUSIVE PERPETUAL EASEMENT FOR STORM WATER SEWER LINE FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT FROM THE COMMONWEALTH EDISON COMPANY, A CORPORATION OF ILLINOIS, TO LA SALLE NATIONAL BANK NUMBER 33425 AND KENROY, INCORPORATED, DATED AUGUST 29, 1973 AND RECORDED SEPTEMBER 26, 1973 AS DOCUMENT NUMBER 22492621.

PARCEL 5:

EXCLUSIVE PERPETUAL EASEMENT FOR STORM WATER SEWER LINE FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT FROM MOUNT PROSPECT STATE BANK, TRUST NUMBER 270 TO LA SALLE NATIONAL BANK, TRUST NUMBER 33425 AND KENROY, INCORPORATED DATED AUGUST 29, 1973 AND RECORDED SEPTEMBER 26, 1973 AS DOCUMENT NUMBER 22492617.

PARCEL 6:

EXCLUSIVE PERPETUAL EASEMENT FOR STORM WATER SEWER LINE FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT FROM HUNTINGTON COMMONS ASSOCIATION, NON-PROFIT CORP OF ILLINOIS TO LA SALLE NATIONAL BANK, TRUST NUMBER 33425 AND KENROY, INCORPORATED, A CORP OF DELAWARE, DATED AUGUST 29, 1973 AND RECORDED SEPTEMBER 26, 1973 AS DOCUMENT NUMBER 22492618 AND AMENDED BY AMENDMENT RECORDED SEPTEMBER 28, 1973 AS DOCUMENT NUMBER 22495853.

1500 West Elmhurst Road
Mt. Prospect, IL
PINs: 08-14-403-022-0000
08-14-403-023-0000

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JAN 10 1994
CLERK OF COURT

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