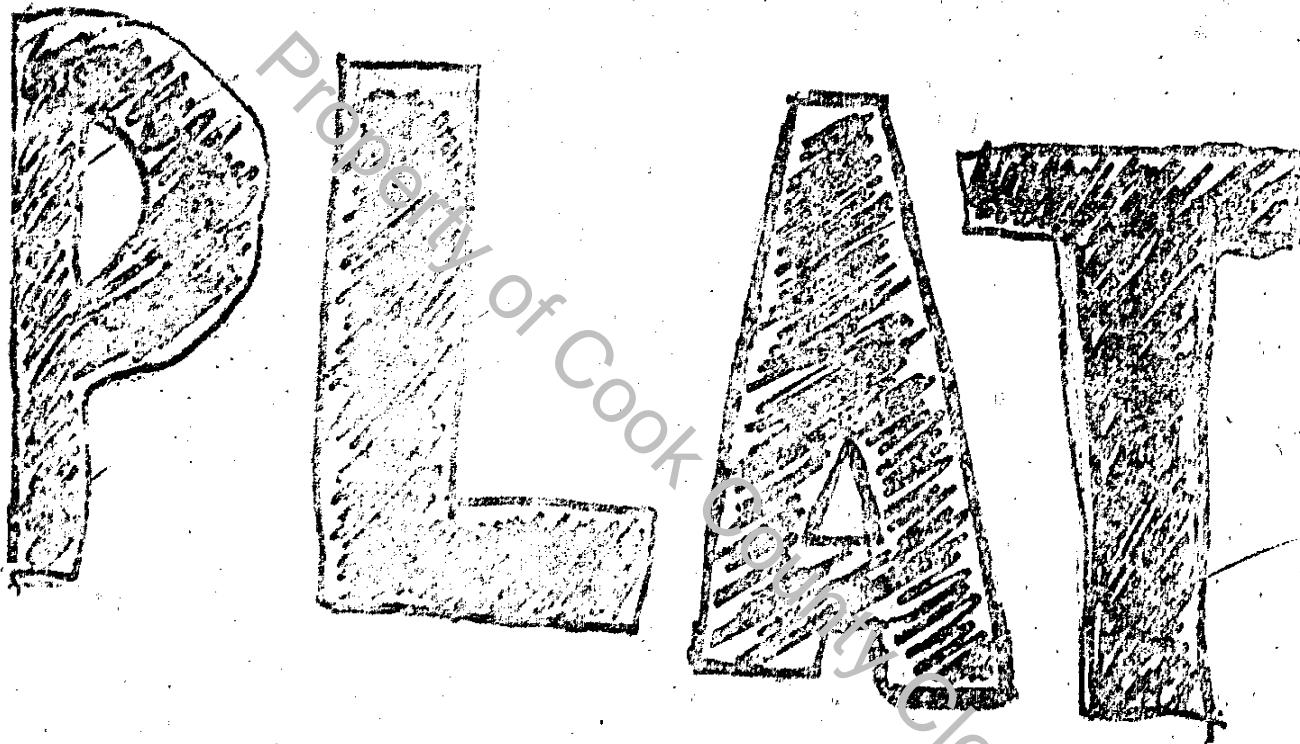


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3 1 4 8 3 5 3 4

91482584



9-17-91

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Property of Cook County Clerk's Office

BOX 10

UNOFFICIAL COPY

PL 434134
NO 160965

"One Schaumburg Place"
ELECTRIC FACILITIES AGREEMENT

160965-13841-4-0-5
The Grantor(s) La Salle National Bank, as Trustee under the provisions of a
Trust Agreement Dated October 1, 1983 and known as Trust Number 107166 (hereinafter
referred to as "Owner") in consideration of the sum of One Dollar and other good and
valuable consideration, receipt of which is hereby acknowledged, hereby give(s) and
grant(s) to COMMONWEALTH EDISON COMPANY ("Company"), its successors and assigns, an
easement for public utility purposes to install electric facilities in and upon the
hereinafter described property, (i) approximately as shown on Exhibit A, attached
hereto, and (ii) approximately as shown on such drawings as may hereafter be
submitted by Company and approved by Owner or Owner's architect or representative.

Owner shall be responsible for knowledge of the installed location of the
facilities. Owner covenants and agrees that no structure or obstruction shall be
installed or constructed over any sub-surface facilities, and that no change of the
grade of the property over and around any facilities installed hereunder shall be
made, without the prior written consent of Company, but such consent shall not be
withheld with respect to any installation, construction or change of grade which
will not interfere with the safety or usefulness of, unreasonably restrict access
to, or prevent prompt maintenance or repair of Company's facilities.

Company shall have the right to operate, maintain, repair, renew, replace and
remove its installed facilities, but Owner reserves the right to require Company to
relocate its facilities to alternate mutually agreed upon locations (to be shown on
a drawing in accordance with (ii) above), provided however, that Owner shall first
pay to Company the costs and expenses to be incurred by it in connection with such
relocation.

Basement as shown on the attached sketch marked Exhibit "A" and made part hereof, of
the property of the Grantor described on the attached Exhibit "B" and made part
hereof.

Commonly Known As: NW/Corner Higgins and Martingale Roads
Schaumburg, Illinois

DEPT-01 RECORDINGS \$16.00
711111 TRAN 4098 09/17/91 14:26:00
#6453 & A *-91-482584
COOK COUNTY RECORDER

P.I.N. 07-13-401-002

This instrument prepared by Robert D. Slavik P.O. Box 767, Chicago, Illinois 60690,
on behalf of Commonwealth Edison Company.

For Individual Signatures

IN WITNESS WHEREOF, the Owner(s), set(s) _____ hand(s) and seal(s) hereto this
____ day of _____, 19____.

Seal

Seal

Seal

Seal

Complete the Appropriate Acknowledgment on Reverse Side Hereof

PLAY WITH THIS
DOCUMENT

0/
16-

UNOFFICIAL COPY

For corporate or Trust Signature

LaSALLE NATIONAL TRUST, N.A. Successor Trustee to

LaSALLE NATIONAL BANK, Owner La Salle National Bank as Trustee under the provisions of
Instrument Dated October 1, 1983 and known as Trust Number 102466 has caused
this instrument to be executed on its behalf and its corporate seal to be affixed
hereunto this 24 day of June, 1991.

By

Harriet Denitewicz
Secretary

(Vice) President (Trust Officer)

If Owners are individuals, complete the following:

State Of ILLINOIS I, the undersigned, a Notary Public in and for the said County
and County Of _____ State aforesaid, do hereby certify that _____

personally known to me to be the same person(s) whose name(s) is/are subscribed to
the foregoing instrument, appeared before me this day in person and acknowledged
that he/she/they signed, sealed and delivered this instrument as his/her/their free
and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and NOTARIAL SEAL this ____ day of _____, 19 ____.

This instrument is executed by LA SALLE NATIONAL TRUST, N.A., not personally but
solely as Trustee, as aforesaid, in the exercise of the power and authority
conferred upon and vested in it as such Trustee. All the terms, provisions,
stipulations, covenants and conditions to be performed by LA SALLE NATIONAL
TRUST, N.A., are undertaken by it solely as Trustee, as aforesaid, and not
individually and all statements herein made are made on information and belief
and are to be construed accordingly, and no personal liability shall be
asserted or be enforceable against LA SALLE NATIONAL TRUST, N.A., by reason of
any of the terms, provisions, stipulations, covenants and/or statements contained
in this instrument.

MM XX 0421
they signed and delivered said instrument as their own free and voluntary act and as
the free and voluntary act of said corporation for the uses and purposes therein set
forth; and the said Harriet Denitewicz Secretary then and there acknowledged that
he/she, as custodian of the seal of said corporation, did affix the seal to the
foregoing instrument as his/her free and voluntary act and the free and voluntary
act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and NOTARIAL SEAL this 24 day of June, 1991.

"OFFICIAL SEAL"

Harriet Denitewicz

Notary Public, State of Illinois

My Commission Expires Oct. 30, 1991

Harriet Denitewicz
Notary Public

Consent of Mortgagors

The undersigned, being mortgagor/trustee under mortgage/trust deed, filed 19 in the Office of the Recorder of Deeds/Registrar of Titles of _____ County, Illinois, as Document No. _____, does hereby consent to rights herein granted.

Executed by mortgagor/trustee _____, 19_____

SEE SIGNATURES ATTACHED HERETO AND

61 62 63 64 65 66 67

UNOFFICIAL COPY

91482584

The undersigned, being mortgagor/trustee under mortgage/trust deed, titled
19. In the office of the Recorder of Deeds/Registrator of Titles of _____ County,
111-nols, as Document No. _____, does hereby consent to rights herein granted.

Executed by mortgagor/trustee _____, 19____

Consent of Mortgagor

Noteary Public

Official Seal, 1991

Given under seal and NOTARIAL SEAL this _____ day of _____, 1991.
Act of said Corporation, for the uses and purposes therein set forth.
Solemnly intituting as hereinafter set forth the free and voluntary
consenting intituting as hereinafter set forth the free and voluntary act of the
he/she, as custodian of the seal of said Corporation, did effect the seal to the
free and voluntary act of said Corporation as their own free and voluntary
they signed and delivered before me this day in person and acknowledged these
consenting intituting, appeared before me this day in person and acknowledged these
personally known to me to be the same persons whose names are subscribed to the
and _____ Noteary Public Secretary of said Corporation, _____ Secretary of the
State of _____, _____ State of _____, do hereby certify that I DO
and County of _____ the undersigned, a Notary Public in and for the said County
and _____ Noteary Public Secretary of _____, do hereby certify that I DO

If owner is a corporation or trustee, complete the following:

Noteary Public

91482584

For Corporation or Trustee Signature

ASSETS HELD AS SECURITY UNDER THE PROVISIONS OF
THIS AGREEMENT DATED OCTOBER 2, 1982 AND KNOWN AS TRUST NUMBER 102166 HAS BEEN
RECORDED THIS DAY OF NOVEMBER, 1991.

THIS AGREEMENT TO BE EXECUTED ON BEHALF AND AT CORP RATE SEAL TO BE AFFIXED
BY THE TRUSTEE, OWNER AS SALTIE NATIONAL BANK AS TRUSTEE UNDER THE PROVISIONS OF
THIS AGREEMENT DATED OCTOBER 2, 1982 AND KNOWN AS TRUST NUMBER 102166 HAS BEEN
RECORDED THIS DAY OF NOVEMBER, 1991.

UNOFFICIAL COPY

Completes the Affidavit of Acknowledgment on Reverse Side Hereto

IN WITNESS WHEREOF, the Owner(s), see(s) and Seal(s) hereto this
20th Individuals Seal

This instrument prepared by Robert D. Slavik P.O. Box 767, Chicago, Illinois 60690,
on behalf of Commonwealth Bank Company.

P.I.D. 07-13-401-002

Commonly known as: Mr./Conceal Hightail and Mettington Roads,
Dept-01 REFRIGERATORS, 14111 18th 09/17/91 14:26:00
9454 4 9 1-482584
COOK COUNTY RECORDER
Schaumburg, Illinois
116.00

the property of the grantor described on the attached Exhibit "B" and made part
hereof.
Descriptive as shown on the attached Schedule Exhibit "A" and made part hereof, of

Company shall have the right to operate, maintain, repair, renew, replace and
remove the installed facilities, for owner reserves the right to require company to
remove the installed facilities to alterations to the property which may be
made, without the prior written consent of company, but such consent shall not be
granted of the property over and around any installed facilities installed under the
terms of the agreement over any sub-area facilities, and there no change of the
facilities. Any conveyances and agrees that no structure or alteration shall be
made, without the prior written consent of company, but such consent shall not be
withheld which respect to any installed facilities, construction or charge of grade which
will not interfere with the use and enjoyment of company access
to, or prevent proper maintenance of property of company, a facility.

Owner shall be responsible for removal of the installed facilities of the
uninstalled by company and approved by owner's acceptance of payment.
hereof, and (ii) appearance as shown on such drawing as my respects be
held intact described property, (ii) appearance as shown on Exhibit A, attached
agreement for public utility purposes to intact electric facilities to and upon the
grant(s) to Commonwealth Edison Company ("Company"), its successors and assigns:
valuable consideration, receipt of which is hereby acknowledged, hereby gives(s) and
referred to as "Owner", in consideration of the sum of one dollar and other good and
true Agreement dated October 1, 1983 and known as Trust Number 107166 (hereinafter
LAWRENCE NATIONAL BANK, as trustee under the foregoing of a

ELECTRIC FACILITIES AGREEMENT
"One Schaumburg Place"

MO 160965
PL 434134

118284 492 593891 (Rev) (2)

BOX 16

UNOFFICIAL COPY

EXHIBIT "B"

"One Schaumburg Place"

DOCUMENT NO. 27339535

That part of the East Half of the Southeast Quarter of Section 13, Township 41 North, Range 10 East of the Third Principal Meridian, and that part of the West Half of the Southwest Quarter of Section 18, Township 41 North, Range 11 East of the Third Principal Meridian, described as follows: Beginning 3.14 chains North of the Southeast corner of said Section 13; thence North 7° East 33.10 chains to the South boundary of a converse lands; thence North 84° West 24.20 chains to the West side of the East Half of the Southeast Quarter of said Section 13; thence South along the West line of the East Half of the Southeast Quarter of Section 13 aforesaid, 30.80 chains to the center of Higgins Road; thence South $77^{\circ}10'$ East 20.55 chains to the place of beginning, (except that part thereof taken for highways and except that portion conveyed to Forest Preserve District of Cook County, Illinois by Document No. 17128832, recorded February 7, 1958 and Document No. 17227068 recorded June 6, 1958 and excepting that part lying Easterly of the following described line: Beginning at a point on the Northerly line of Higgins Road (Route 72) distant 550.0 feet Westerly of the East line of the Southeast Quarter of aforesaid Section 13, thence Northeasterly along a straight line, extended to intersect the North line of the Southeast Quarter of said Section 13 at a point 265.0 feet West of the Northeast corner of said Section) in Cook County, Illinois.

P.I.N. 07-13-401-002

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Property of Cook County Clerk's Office