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OPTION AGREEMENT

THIS OPTION AGREEMENT (the "Agreement") is made as of this 30th day of September, 1992, by and between CRESTWOOD MOTEL PARTNERS LIMITED PARTNERSHIP, an Illinois limited partnership ("Optionee"), and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under Trust Agreement dated as of July 15, 1989 and known as Trust No. 100950-01 ("Optionor").

A. Optionor owns fee simple title in and to that certain land located in the Village of Crestwood, State of Illinois legally described on Exhibit A attached hereto and made a part hereof, together with the improvements situated thereon (collectively, the "Property").

B. Optionor and Optionee have executed a lease bearing even date herewith (the "Lease") pursuant to which Optionor has agreed to lease the Property to Optionee and Optionee has agreed to lease the Property from Optionor.

C. As part of the consideration for Optionee and Optionor entering into the Lease, Optionor desires to grant and Optionee desires to obtain an option to purchase the Property on the following terms and conditions.

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NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and in the Lease, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. As used herein, the following terms shall have the following meanings:

"Commencement Date" shall mean the earlier of (a) the date that Optionee opens a hotel for business on the Property pursuant to the terms of the Lease, and (b) January 1, 1993; provided, however, in the event that Optionee is unable to obtain franchise approval from Hampton Inn Hotel Division of Embassy Suites, Inc. ("Hampton") on or before the August 10, 1992 board meeting of Hampton, the Commencement Date shall be February 1, 1993; provided, further, that the Commencement Date may be extended by the force majeure provisions of the Lease but, in any event, the Commencement Date shall be no later than February 1, 1993. Prior to the Commencement Date, Optionor and Optionee are to execute an amendment to the Lease setting forth, among other things, the Commencement Date, which amendment shall be effective for establishing the

PI: 24-33-403-020; 24-33-403-021; 24-33-403-022 and 24-33-403-023
13330 S. Cicero, Crestwood, Il. 60445

Commencement Date for purposes of this Agreement. However, such amendment shall be for convenience of reference only and the failure of either party to execute the same shall have no effect upon the validity or enforceability of this Agreement, the Lease or the actual Commencement Date.

"Lease Year" shall mean each period of twelve (12) months beginning on the day after the expiration of the prior Lease Year and ending on the last day of the twelfth (12th) calendar month thereafter. Notwithstanding the foregoing, however, the first "Lease Year" shall commence upon the Commencement Date and shall end upon (a) the day before the first anniversary of the Commencement Date, if the Commencement Date is the first day of a calendar month, or (b) the last day of the month in which the Commencement Date occurs, if the Commencement Date is not the first day of a calendar month.

"Option Period" shall mean the period beginning upon the date which is thirty (30) months from the Commencement Date and ending upon the last day of the tenth (10th) Lease Year.

2. Optionor hereby grants to Optionee, during the Option Period, the exclusive option ("Option") to purchase fee title to the Property in accordance with the terms and conditions of this Agreement. Notwithstanding any provision in this Agreement to the contrary, Optionee shall only be entitled to exercise the Option if, at the time of such exercise and thereafter until the date that the Property is conveyed from Optionor to Optionee, the Lease is in full force and effect and Optionee is not then in default thereunder.

3. Optionee may exercise the Option during the Option Period by giving written notice (the "Exercise Notice") of such election to Optionor. The Exercise Notice shall designate the date that the conveyance of the Property from Optionor to Optionee (the "Closing") shall take place; provided, however, that the date for the Closing may be no later than ninety (90) days following the date of the Exercise Notice. If Optionee fails to exercise the Option prior to the end of the Option Period, this Agreement and any of Optionee's rights hereunder shall be null and void and of no further force or effect.

4. The Exercise Notice shall be accompanied by a cashier's or certified check in the amount of ten percent (10%) of the Purchase Price as earnest money (together with all interest earned thereon, the "Earnest Money"). The Earnest Money shall be payable to and deposited into a strict joint order escrow with Near North National Title Corporation (the "Escrow Trustee") for the benefit of Optionor and Optionee. The agreement establishing the foregoing escrow shall provide that the Earnest Money shall be deposited in an interest bearing account. In the event Optionee timely exercises the

Option and the transaction contemplated by this Agreement closes, the Earnest Money shall be applied towards Optionee's payment of the Purchase Price, and the parties to this Agreement shall so instruct the Escrow Trustee.

5. Within twenty (20) days after the date that Optionee has sent the Exercise Notice, Optionor shall obtain, at its own cost and expense, and deliver to Optionee (a) an ALTA survey of the Property (the "Survey") prepared by a surveyor reasonably satisfactory to both Optionor and Optionee, and (b) a commitment to issue an owner's title insurance policy in the amount of the Purchase Price and such endorsements that Optionee may reasonably require (the "Title Commitment") from Near North National Title Corporation or another title insurance company reasonably satisfactory to both Optionor and Optionee (the "Title Company"), pursuant to which such title insurance company agrees to insure Optionee's title in and to the Property. In the event that either the Survey or the Title Commitment indicates that Optionee's title to the Property will be subject to any exception or encumbrance other than those exceptions set forth on Exhibit B attached hereto and made a part hereof, Optionee may, within twenty (20) days after receipt of the last of the Survey and the Title Commitment, send written notice (the "Objection Notice") of such additional exceptions. Optionor shall then have twenty (20) days from the date of the Objection Notice to either correct or satisfy all the exceptions to title set forth in the Objection Notice or to have the Title Company commit to affirmatively insure against loss or damages that may be occasioned by such exceptions. If any such additional exceptions are set forth in or shown by either the Title Commitment or the Survey and the same are not set forth in any Objection Notice, Optionor shall be deemed to accept such additional exceptions. If any exceptions set forth in any Objection Notice are not removed or insured over within the aforesaid twenty (20) day period, Optionee, at its option, may elect, by sending written notice to Optionor within fifteen (15) days after the end of the aforementioned twenty (20) day period, to either (a) terminate this Agreement by delivering written notice of its intention to do so, in which case the Earnest Money previously deposited with the Escrow Trustee shall be promptly returned and paid to Optionee (and the parties shall so instruct the Escrow Trustee) and this Agreement shall be null, void and of no further force and effect without further action by the parties, or (b) proceed to Closing and take as a credit against the Purchase Price the actual or reasonably estimated cost of curing all defects or objections set forth in the Objection Notice (but which are not cured or otherwise insured over by Optionor) of a definite or ascertainable amount and which can be cured by the payment of money so long as such credit does not exceed the Purchase Price, as the same may increase from time to time. In the event that Optionee fails to make any election within the aforesaid fifteen (15) day period, Optionee shall be deemed to have elected to proceed in accordance with clause (b) of the

foregoing sentence. Notwithstanding anything contained herein to the contrary, in the event that Optionor fails to timely cure any exceptions set forth in the Objection Notice, a default by Optionor shall be deemed to have occurred hereunder, and Optionee, at its election, shall be entitled to the return of the Earnest Money (and the parties so shall instruct the Escrow Trustee) and Optionee may avail itself of any and all of the remedies provided in Section 12 of this Agreement.

6. If the Closing occurs after the commencement of the Option Period but before the end of the sixth (6th) Lease Year, the "Purchase Price" for the Property shall be $3,800,000.00. If the Closing occurs after the end of the sixth (6th) Lease Year but before the end of the eighth (8th) Lease Year, the "Purchase Price" shall be $4,350,000.00. If the Closing occurs after the end of the eighth (8th) Lease Year but before the end of the ninth (9th) Lease Year, the "Purchase Price" shall be $4,435,000.00. If the Closing occurs after the end of the ninth (9th) Lease Year but before the end of the tenth (10th) Lease Year, the "Purchase Price" shall be $4,525,000.00. The Purchase Price shall be delivered by cashier's or certified check or wired to an account for the benefit of Optionor.

7. If Optionee elects to exercise the Option, the Closing (subject to all conditions precedent and obligations contained herein) shall take place upon the date set forth in the Exercise Notice or on such earlier date mutually agreed upon by the parties (the "Closing Date") at the offices of the Title Company, or at such other place as the parties shall mutually agree in writing.

8. The obligations of Optionee and Optionor at Closing shall be as follows:

(a) Optionor shall execute and deliver to Optionee or its designee a trustee's deed (or, if the Property is then owned by a party other than a land trust, a special warranty deed), conveying fee simple title to the Property to Optionee subject only to the those exceptions set forth on Exhibit B attached hereto and made a part hereof, plus any other exceptions to title which Optionee elects or is deemed to accept pursuant to the terms of Section 5 hereof.

(b) Optionor shall execute and deliver to Optionee a duly authorized and executed Affidavit of Title covering the Property in favor of Optionee.

(c) Optionor shall execute and deliver to the Title Company a duly authorized and executed "ALTA" statement covering the Property in favor of the Title Company, and shall execute and deliver to the Title Company any other affidavits or assurances necessary to permit the Title Company to delete its standard policy exceptions.

(d) Optionee, in its capacity as tenant and sole occupant of the Property under the Lease, shall execute and deliver to the Title Company a duly authorized and executed "ALTA" statement covering the Property in favor of the Title Company, and shall execute and deliver to the Title Company any other affidavits or assurances necessary to permit the Title Company to delete its standard policy exceptions.

(e) Optionor shall execute and deliver to Optionee a certificate stating that Optionor is not a "foreign person" as such term is used in Section 1445 of the Internal Revenue Code.

(f) Sole and exclusive possession of the Property shall be delivered to Optionee.

(g) The Purchase Price, as adjusted pursuant to the terms hereof, shall be delivered by Optionee to Optionor.

(h) Optionor shall deliver to Optionee a certificate or release from the Illinois Department of Revenue, or some other evidence reasonably satisfactory to Optionee that Optionor has no liability for unpaid taxes under Section 9-902(d) of the Illinois Revenue Act.

In addition, each of Optionor and Optionee shall execute and deliver any and all other statements, certificates or other documents reasonably required in order to consummate the transaction contemplated by this Agreement.

9. At Closing, (a) the unused portions of the Security Deposit and the Tax Deposit (as such terms are defined in the Lease) shall be credited to the Purchase Price, and (b) Optionee shall pay to Optionor (in addition to the Purchase Price) any amounts of accrued but unpaid Rent due under the Lease as well as all sums otherwise due under the Lease upon termination thereof. Since Optionee is required to pay any and all expenses incurred in connection with the operation of the Property pursuant to the terms of the Lease, there shall be no other closing adjustments or prorations at Closing.

10. The purchase of the Property shall be closed through a written escrow with the Title Company in accordance with its usual form of deed and money escrow agreement, subject to such modifications as may be required to close "New York style" and to comply with the terms of this Agreement, and the parties shall execute such instruments which are customarily required to close through such an escrow.

11. Optionor shall pay all costs of obtaining any title insurance policy issued in accordance with the terms of the Title Commitment, the Survey, all recording fees (other than recording fees incurred in connection with recording the deed

or any documents recorded in connection with any loan or financing obtained by Optionee), costs of Optionor's legal counsel, all state and county transfer taxes, all state and county deed stamps, one-half of any escrow fees, and all other closing costs and expenses customarily charged to a seller in the local area. Optionee shall pay the remaining one-half of any escrow fee, any investment fees incurred in connection with the investment of the Earnest Money, all transfer taxes imposed by the Village of Crestwood, all costs and expenses incurred in connection with any loan or financing obtained by Optionee, recording fees incurred in connection with the recording of the deed and any documents recorded in connection with any loan or financing obtained by Optionee, costs of Optionee's legal counsel and other costs normally charged to a purchaser in the local area.

12. In the event that Optionee does not perform one or more of its obligations under this Agreement or under the Lease or in the event that Optionee timely exercises the Option but the sale and purchase provided for herein is not consummated in accordance with this Agreement because Optionee did not perform one or more of its obligations under this Agreement, then Optionor, at its election, shall, in addition to exercising any remedies it may have at law, in equity or pursuant to the terms of the Lease, be entitled to receive and retain any Earnest Money (and the parties shall so instruct the Escrow Trustee), as liquidated damages and not as a penalty and terminate the Lease. In the event that Optionor does not perform one or more of its obligations under this Agreement, then Optionee, at its election, shall, in addition to exercising any remedies it may have at law, in equity or pursuant to the terms of the Lease, be reimbursed for the Earnest Money previously deposited with the Escrow Trustee (and the parties shall so instruct the Escrow Trustee).

13. If between the time that Optionee sends the Exercise Notice and the Closing Date, all or any portion of the Property is damaged or destroyed by fire or other casualty, Optionee shall immediately notify Optionor in writing of such occurrence. Optionor and Optionee shall be required to consummate the transaction contemplated hereby despite such casualty and, at Closing, Optionor shall deliver to Optionee a duly executed assignment, in form and substance satisfactory to Optionee, of all of its right, title and interest in and to any insurance proceeds payable as a result of such fire or casualty. If between the time that Optionee sends the Exercise Notice and the Closing Date, any condemnation or eminent domain proceedings are initiated which might result in the taking of all or any portion of the Property, Optionor shall immediately notify Optionee in writing of such occurrence. Thereupon Optionee shall have the right to terminate its agreement to purchase the Property by delivering written notice of termination to Optionor within thirty (30) days from the date of its receipt of Optionor's notice in respect to such

occurrence. If Optionee does not terminate its agreement to purchase the Property, Optionor and Optionee shall be required to consummate the transaction contemplated hereby despite such condemnation or eminent domain proceedings and, at Closing, Optionor shall deliver to Optionee a duly executed assignment, in form and substance satisfactory to Optionee, of all of its right, title and interest in and to any award made in connection with such condemnation or eminent domain proceedings. If Optionee does elect to terminate its agreement to purchase the Property as aforesaid, this Option Agreement shall automatically be null and void and of no further force or effect and Optionee shall immediately deliver to Optionor a duly executed assignment, in form and substance satisfactory to Optionee, of all of its right, title and interest in and to any award made in connection with such condemnation or eminent domain proceedings.

14. If and so long as any mortgagee expressly agrees in writing to release the lien of its mortgage upon the exercise by Optionee of the Option (which agreement may only be conditioned upon (a) the payment by Optionee into the closing escrow described in paragraph 10 hereof of an amount equal to the Purchase Price, as the same may change from time to time and as adjusted pursuant to the terms hereof, and (b) the satisfaction of all other conditions required to be fulfilled by Optionee pursuant to the terms hereof and the closing escrow) this Agreement and the rights of Optionee hereunder is and shall be subject and subordinate to (i) that certain Mortgage, Security Agreement, Assignment of Leases and Rents, and Financing Statement, dated as of November 21, 1989 and recorded with the Recorder of Cook County, Illinois on November 27, 1989 as Document No. 89-562417 made by Optionor in favor of the Taiyo Kobe Bank, Ltd. (now known as Sakura Bank, Limited) (the "Sakura Mortgage") and (ii) any future mortgage hereafter constituting a lien or charge on the Property which does not exceed the Purchase Price, unless any mortgagee requires this Lease to be superior to the lien created by the mortgage. Optionee hereby agrees to execute any and all documents reasonably requested by Optionor or any mortgagee as further evidence of the subordination set forth in this paragraph. In addition, Optionor hereby agrees that it will not encumber (or allow the encumbrance of) the Property with a mortgage or other security agreement unless the same, when aggregated with all other mortgages or security agreements then encumbering the Property, secures indebtedness less than or equal to the amount of the Purchase Price; provided, however, that the foregoing terms of this sentence shall not apply to the Sakura Mortgage or any mortgages, liens or encumbrances caused or placed upon the Property by the acts or ommissions of Optionee.

15. Optionee acknowledges that except as expressly set forth in the Lease and the other Lease Documents (as such term is defined in the Lease), (a) none of Optionor, the beneficiary

of the trust agreement establishing Optionor ("Beneficiary"), Sakura Bank, Limited, the holder of a mortgage presently encumbering the Property ("Lender") or Glenn R. Heyman, Esq., the bankruptcy examiner (with expanded powers) for Beneficiary, or any principal, agent, attorney, employee, broker or other representative thereof has made representations or warranties of any kind whatsoever, either express or implied, with respect to the Property or any of such related matters, (b) Optionee is not relying on any warranty, representation, or covenant, express or implied with respect to the Property, and (c) upon Closing, Optionee will accept the Property "as is" in the condition it exists on the date of the Closing, with all faults.

16. Except for those provisions which, by the terms of the Lease survive the termination thereof and unless otherwise indicated by Optionee in writing to Optionor, the Lease shall terminate as of the Closing.

17. This Agreement may be assigned by Optionor without the prior written consent of Optionee to any party that owns the Property or any portion thereof. This Agreement may not be assigned by Optionee without Optionor's prior written consent.

18. Optionor and Optionee each represents and warrants to the other party that it has had no dealings with any broker or agent in connection with this Agreement or the transaction contemplated hereby. Each of Optionor and Optionee hereby agrees to indemnify and hold harmless the other party against any and all costs, expenses, liability, claims and attorney's fees arising out of any breach of such party's aforesaid representation, warranty and agreement.

19. Optionee's rights under this Agreement are secured by a mortgage encumbering the Property (which shall, in all events, be junior to the lien of the mortgage held by Lender).

20. This Agreement and the rights granted to Optionee hereunder shall be null and void and of no further force or effect upon the earliest to occur of (a) the expiration of the term of the Lease or the early termination thereof or the termination of Tenant's right to possession of the Property, (b) the end of the Option Period, if Optionee fails to timely exercise the Option before the end of such period, or (c) such time as Optionee exercises the Option and, thereafter, the purchase transaction fails to close in a timely manner as a result of Optionee's default or as a result of Optionee's election pursuant to Section 13 hereof.

21. Time is of the essence of each and every provision of this Agreement.

22. Any notice, demand, request or other communication required or permitted to be given under this Agreement shall be deemed given (a) when personally delivered, (b) one (1)

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business day after deposit with Federal Express or other commercially recognized courier for overnight delivery, charges prepaid, or (c) upon receipt if mailed Registered or Certified United States mail, postage prepaid, return receipt requested and in each case addressed as follows:

(i) If intended for Optionee:

CRESTWOOD MOTEL PARTNERS LIMITED PARTNERSHIP
c/o Albanese Development Corporation
319 East Madison, Suite 3E
Springfield, Illinois 62701
Attn: Peter Albanese
Telephone #: (217) 522-7900
Telecopy #: (217) 522-0069

with a copy to:

SCHIFF HARDIN & WAITE
7200 Sears Tower
Chicago, Illinois 60606
Attn: Kelly T. Hynes, Esq.
Telephone #: (312) 258-5549
Telecopy #: (312) 258-5600

(ii) If intended for Optionor:

AMERICAN NATIONAL BANK AND TRUST COMPANY
OF CHICAGO
33 North LaSalle Street
Chicago, Illinois 60690
Attn: Land Trust Department
Trust No. 108950-01
Telephone #: (312) 661-5000
Telecopy #: (312) 661-5373

with a copy to:

DANNEN, CRANE, HEYMAN & SIMON
135 South LaSalle Street
Suite 1540
Chicago, Illinois 60603
Attn: Glenn R. Heyman, Esq.
Telephone #: (312) 641-6777
Telecopy #: (312) 641-7114

and to:

LEFKAS GENERAL PARTNERS NO. 1020
c/o First National Realty
Management Company, Inc.
415 North LaSalle Street
Suite 700
Chicago, Illinois 60610
Attn: Ms. Maria Dellaportas
Telephone #: (312) 527-9800
Telecopy #: (312) 527-4664

and to:

MUCH SHELIST FREED DENENBERG &
AMENT
200 North LaSalle Street
Suite 2100
Chicago, Illinois 60601
Attn: Mark S. Litner, Esq.
Telephone #: (312) 346-3100
Telecopy #: (312) 621-1750

and to:

SAKURA BANK, LIMITED
227 West Monroe Street
Suite 4700
Chicago, Illinois 60606
Attn: David Van Singel
Telephone #: (312) 201-5109
Telecopy #: (312) 332-5345

and to:

SONNENSCHEIN NATH & ROSENTHAL
8000 Sears Tower
Chicago, Illinois
Attn: Marc Levenstein, Esq.
Telephone #: (312) 876-8064
Telecopy #: (312) 876-7934

or at such other address as the party to be served notice may have furnished in writing to the party seeking or desiring to serve notice as a place for service of notice. Notices given in any other fashion shall be deemed effective only upon receipt.

23. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

24. If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect to which it is invalid or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent possible permitted by law.

25. This is the entire agreement between the parties relating to Optionee's option to purchase the Property. All prior agreements and representations are of no effect unless expressly incorporated in this Agreement. To the extent that any provisions in this Agreement conflict with any provisions contained in the Lease, the terms of this Agreement shall be controlling.

26. The terms and conditions contained in this Agreement will inure to the benefit of, and be binding on the parties and their respective beneficiaries, legal representatives, and permitted successors and assigns, except as otherwise herein expressly provided.

27. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Illinois applicable to contracts made to be performed in that State.

28. Nothing contained in this Agreement shall constitute any one or more of the parties hereto as partners with one another or agents for one another.

29. Optionor shall have no personal liability if it breaches any provision of this Agreement, Optionee's right to money damages being limited solely to Optionor's equity or then-owned interest in the Property.

30. This Agreement is executed by American National Bank and Trust Company of Chicago, 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, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on Optionor, personally, to pay any sums due in connection herewith or to perform any covenant either express or implied herein contained.

31. Except as set forth in the Guaranty (as such term is defined in the Lease), none of the partners of Optionee shall have any personal liability for the payment of the Purchase Price or if Optionee breaches any provision of this Agreement except for their own fraud or intentional or willful misconduct.

Executed by Optionor this __ day of _____, 1992.

Witnesses:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as trustee under trust agreement dated as of July 15, 1989 and known as Trust No. 108950-01, as Optionor

By: _____

Its: TRUST OFFICER

Executed by Optionee this __ day of _____, 1992.

CRESTWOOD MOTEL PARTNERS LIMITED PARTNERSHIP, an Illinois limited partnership, as Optionee

By: _____

PREPARED BY AND AFTER
RECORDING RETURN TO:
Kelly Hynes
~~Linda D. White,~~ Esq.
~~Sonnenschein Nath & Rosenthal~~ Schiff Hardin & Waite
~~8000~~ 7200 Sears Tower
Chicago, Illinois 60606

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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, Pamela A. Csikos, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JUDITH B. CRAVEN, the TRUST OFFICER of American National Bank and Trust Company of Chicago, personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ signed, sealed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this AUG 07 1992 day of _____, 1992.

"OFFICIAL SEAL"
PAMELA ANN CSIKOS
Notary Public, State of Illinois
My Commission Expires 5/1/96

Pamela Ann Csikos
Notary Public

Commission expires _____, 19__

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STATE OF ILLINOIS)
) ss.
COUNTY OF ~~COOK~~ SANGAMON)

I, Venetia L. Colclasure, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Peter Albanese, the Managing G.P. of Crestwood Motel Partners Limited Partnership, personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed 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 11th day of August, 1992.

Venetia L. Colclasure
Notary Public

Commission expires Aug 28, 1993

OFFICIAL SEAL
VENETIA L. COLCLASURE
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. AUG. 28, 1993

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EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

LOT 20 IN RIVERCREST OF CRESTWOOD, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 17, 1991 AS DOCUMENT 91661848.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Declaration of Easement, dated as of August 7, 1992, by Optionor.

2. Such exceptions which are placed of record in the normal course of owning and operating property and which do not materially adversely impact on the ownership or operation of the Property.

3. Any exceptions to title caused, in whole or in part by Optionee, its agents or employees.

4. The customary exceptions and exclusions contained in the ALTA Form 1990 title insurance policy (including, without limitation, the exception for creditor's rights).

5. Easements for public utilities and drainage over, upon and under the west 10 feet of Lots 1 through 4 in Cicero Avenue Farms, as shown on the Plat of Subdivision recorded January 4, 1963 as Document 13012271. (Affects underlying land).

6. Conditions and Restrictions contained in the Plat of Subdivision recorded January 4, 1963 as Document 13012271 relating to water wells and waste disposal systems shall be located and constructed in accordance with standards set forth by the State Department of Public Health, location of wells to be reasonably protected from pollution by seepage from waste disposal systems and wells to be located on the front half of lots.

   Said Covenants, Conditions and Restrictions do not provide for a reversion of title in the event of a breach thereof.

   Affects Lots 1 through 4 in Cicero Avenue Farms. (Affects underlying land).

6. Right of way for operation of pipe line and incidental uses in favor of Badger Pipe Line Company, recorded November 15, 1954 as Document 16071724.

   Modified by an instrument executed by Badger Pipe Line, recorded October 24, 1974 as Document 22887238.

   Affects underlying land.

7. Easement in favor of Village of Crestwood, for sanitary sewer and incidental purposes as set forth in instrument recorded January 18, 1973 as Document 22191331.

   Affects underlying land.

8. Easements for public utilities and drainage over, upon and under the 15 Feet North, South East and West of Lot 20; East and West of Lot 18; East and West of Lot 19, as shown on the Plat of Subdivision.

9. Easement in favor of Village of Crestwood, for right of way for water main as set forth in instrument recorded September 13, 1974 as Documents 22846708, 22846709, 22846711, 22846713, 22846714 and 22846715.

   Affects underlying land.

10. Terms, Provisions and Conditions of the Crestwood Redevelopment Agreement dated December 15, 1988 and recorded December 30, 1988 as Document 88601404 between the Village of Crestwood and First National Realty and Development Company, Inc.

11. Easement in favor of Peoples Gas Light and Coke Company created by grant recorded as Document 90450155. (Affects underlying land).

12. General Real Estate Taxes for the Property.

13. Any exceptions to title that Optionee has agreed to accept on the leasehold title policy obtained in connection with the Lease, other than mechanic's liens or documents securing Optionor's obligations under any loans.