

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that Aurora SPC, Inc., a Maryland corporation ("Agent"), as agent for certain noteholders, has made, constituted and appointed, and BY THESE PRESENTS does make, constitute and appoint The Dial Corp. a Delaware corporation ("Dial"), true and lawful ATTORNEY-IN-FACT for Agent and in Agent's name, place and stead solely to execute and deliver in accordance with the terms contained herein, a subordination, nondisturbance and attornment agreement substantially in the form of Annex B attached hereto (a "SNDA"). This Limited Power of Attorney is irrevocable and coupled with an interest

This Limited Power of Attorney authorizes Dial, under specified circumstances as further described herein, to execute and deliver in the name of Agent as Agent's true and lawful attorney-in-fact, during the term of that certain Guaranty and Mitigation Agreement effective as of January 1, 1993, but dated as of September 28, 1993 by and among Dial, The Trustees of Mellon Participating Mortgage Trust Commercial Properties Series 85/10 and certain noteholders, as amended by that certain First Amendment to Guaranty and Mitigation Agreement dated as of April 12, 1994 between Dial and Aurora SPC, Inc., a Maryland corporation, (together with any amendments, modifications or supplements permitted under the terms of the foregoing, the "Guaranty"), (a) a SNDA to a Tenant under a lease relating to the property described on Annex A attached hereto, and (b) a consent on Agent's behalf as lender consenting to the execution of such lease by the relevant land trustee holding fee title to such property (a "Consent")

The authority granted to Dial herein may be exercised only by the President, Chief Financial Officer or Chief Accounting Officer of Dial acting on behalf of Dial. Said authority shall be exercised by the execution by one of said officers and the delivery to Tenant (as defined in the SNDA) of a certificate ("Certificate") in the form of Annex C attached hereto and the SNDA.

Dial shall not be authorized to execute or deliver a SNDA or a Consent pursuant to this Limited Power of Attorney unless either Dial or the Tenant has a rating by two of the following services for senior unsecured debt or, if no such senior debt is outstanding, any other debt, of at least (i) BB by Standard & Poor's Corporation, (ii) Ba2 by Moody's Investors Service, Inc., (iii) BB by Duff & Phelps or (iv) the equivalent investment grade by at least one other nationally recognized rating agency, if two of the three of the foregoing agencies have ceased to be a nationally recognized rating agency or no longer rate the unsecured debt of the entity in question. In addition, Dial shall not be authorized to execute or deliver a SNDA or a Consent pursuant to this Limited Power of Attorney if Dial has received notice of a final judgment from a court of competent jurisdiction holding that a Dial Event of Default (as defined in the Guaranty) has occurred and, based on the evidence submitted to the court, has not been cured, provided, however, any Tenant and any land trustee to whom a Certificate, SNDA and Consent are delivered shall have the right to rely solely upon said Certificate in determining whether the conditions contained in this sentence have been satisfied and the SNDA and Consent shall be

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binding upon Agent, the Noteholders (as defined in the Guaranty) and their respective successors and assigns, and Tenant shall not have any obligation to make any independent inquiry or investigation as to the accuracy of the Certificate.

IN WITNESS WHEREOF, Agent has hereunto caused this Limited Power of Attorney to be duly executed and delivered as of this 15 day of April, 1994.

Aurora SPC, Inc., a Maryland corporation

By: [Signature]
Name: David B. Townsend
Title: Vice President

STATE OF NEW YORK

COUNTY OF NEW YORK

I, TIMOTHY J. HORMAN a notary public in and for, and residing in the said County, in the State aforesaid, DO HEREBY CERTIFY, that DAVID B. TOWNSEND personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, 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 notarial seal this 6TH day of APRIL A.D. 1994

[Signature]
Notary Public

TIMOTHY J. HORMAN
Notary Public, State of New York
No. 31 4975020
Qualified in NY County
Commission Expires Nov. 26, 1994

Prepared by & return to:
Madeline Kleiner
Cibson, Dunn & Outcher
2029 Century Park East
Suite 4200
Los Angeles, CA 90067

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Lincoln Highway/Cicero Avenue
Matteson, Illinois
Cook County
PIN 31-22-300-023

PARCEL 1:

LOT 2 IN LINCOLN MALL, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

THE RECIPROCAL AND NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS, PARKING OF VEHICLES, PASSAGE AND ACCOMMODATION OF PEDESTRIANS, THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, RELOCATION AND REMOVAL OF STORM AND SANITARY SEWERS, WATER LINES AND GAS MAINS, ELECTRICAL POWER LINES, TELEPHONE LINES AND OTHER UTILITY LINES, STORM WATER RETENTION BASIN, FIRE PROTECTION WATER STORAGE TANK AND FURPHOUSE FACILITIES, THE CONSTRUCTION, RECONSTRUCTION, ERECTION AND MAINTENANCE OF COMMON FOUNDATIONS, FOOTINGS, SUPPORTS, CANOPIES, ROOFS, BUILDING AND OTHER OVERHANGS, AWNINGS, ALARM BELLS, SIGNS, LIGHTS AND LIGHTING DEVICES, UTILITY VAULTS AND OTHER SIMILAR APPURTENANCES, AND FOR THE PURPOSE OF THE DEVELOPMENT AND CONSTRUCTION OR RECONSTRUCTION OF IMPROVEMENTS, CREATED AND GRANTED AS APPURTENANCES TO THE AFORESAID PARCEL 1, ALL CREATED, DEFINED AND LIMITED BY THAT CERTAIN RECIPROCAL CONSTRUCTION OPERATION AND EASEMENT AGREEMENT DATED MARCH 7, 1972 AND RECORDED ON MARCH 24TH 1972 AS DOCUMENT NUMBER 21846181 BY AND BETWEEN CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 4, 1971 AND KNOWN AS TRUST NUMBER 57420, CARSON FIRIE SCOTT AND COMPANY, A DELAWARE CORPORATION, J. C. PENNY PROPERTIES, INC., A DELAWARE CORPORATION, MONTGOMERY WARD DEVELOPMENT CORPORATION, A DELAWARE CORPORATION AND WIEBOLDT STORES, INC., AN ILLINOIS CORPORATION, IN, ON, OVER, UPON AND UNDER LOTS 1, 2, 4, 5 AND 6 IN LINCOLN MALL SUBDIVISION AFORESAID AS SHOWN ON THE PLOT PLAN ATTACHED TO SAID RECIPROCAL CONSTRUCTION OPERATION AND EASEMENT AGREEMENT

PARCEL 3:

THE RECIPROCAL AND NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS AND FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, RELOCATION AND REMOVAL OF STORM AND SANITARY SEWERS, WATER LINES AND GAS MAINS, ELECTRICAL POWER LINES, TELEPHONE LINES AND OTHER UTILITY LINES, CREATED AND GRANTED AS APPURTENANCES TO THE AFORESAID PARCEL 1, ALL CREATED, DEFINED AND LIMITED BY THE CERTAIN TOTAL SITE AGREEMENT DATED MARCH 7, 1972 AND RECORDED MARCH 24, 1972 AS DOCUMENT 21846182 BY AND BETWEEN CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 4, 1971 AND KNOWN AS TRUST NUMBER 57420, CARSON FIRIE SCOTT AND COMPANY, A DELAWARE CORPORATION, MONTGOMERY WARD DEVELOPMENT CORPORATION, A DELAWARE CORPORATION, WIEBOLDT STORES, INC., AN ILLINOIS CORPORATION, AND CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 30, 1971 AND KNOWN AS TRUST NUMBER 57855, IN, ON, OVER, UPON AND UNDER LOTS 1, 2, 4, 5, 8, 9, 10, 11 AND 12 IN LINCOLN MALL SUBDIVISION AFORESAID AS SHOWN ON THE PLOT PLAN ATTACHED TO THE SAID TOTAL SITE AGREEMENT

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ANNEX B TO LIMITED POWER OF ATTORNEY

SNDA

[AGENT]

and

[TENANT NAME]

SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT
[PROPERTY NAME]

Dated:

Location:

Permanent Tax No.

PREPARED BY AND
RECORD AND RETURN TO:

Attention: _____

Property of Cook County Clerk's Office

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B-1

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SUBORDINATION, NON-DISTURBANCE

AND ATTORNMENT AGREEMENT (Lease)

THIS AGREEMENT made as _____, _____, between
_____, a _____ having an office at
_____ ("Agent") on behalf of
_____, (the "Noteholders") (hereinafter Agent and Noteholders shall be
collectively referred to as "Mortgagee"), and _____ or "Mortgagee"), and
_____, an
_____ having an office at _____
(hereinafter referred to as "Tenant").

WITNESSETH.

WHEREAS Mortgagee is the present owner and holder of the mortgage described in EXHIBIT A attached hereto (hereinafter referred to as the "Amended Mortgage") covering certain premises described in EXHIBIT B attached hereto (hereinafter referred to as the "Premises") and of the note described in the Amended Mortgage (hereinafter referred to as the "Note");

WHEREAS Tenant is the holder of a leasehold estate in a portion of the Premises pursuant to the provisions of that certain lease or sublease more particularly described in EXHIBIT C attached hereto (hereinafter referred to as the Lease), and

WHEREAS Tenant has agreed that the Lease will be subject and subordinate to the Amended Mortgage and to the lien thereof and Mortgagee has agreed to grant non-disturbance to Tenant on the terms and conditions hereinafter set forth; and

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Mortgagee and Tenant hereby covenant and agree as follows:

Tenant agrees that the Lease and all rights, title, interests, estates, options, liens and charges created thereby including, without limitation, any purchase options and rights of first refusal, and all of the terms, covenants and provisions thereof are and shall at all times continue to be subject and subordinate in all respects to the Amended Mortgage and to the lien thereof and to all renewals, modifications, spreaders, consolidations, replacements and extensions thereof now existing or hereafter entered into and to all sums secured thereby.

Mortgagee agrees that as long as an event of default shall not have occurred and be continuing under the Lease, Mortgagee shall take no action to evict Tenant from the Premises, nor shall Mortgagee take any action to terminate or disturb Tenant's rights under the Lease by

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Mortgagee, nor shall any of the Tenant's rights under the Lease be barred, terminated, cut off or foreclosed by Mortgagee in any way by reason of any default in the performance of any term, covenant or condition of the Amended Mortgage or by reason of any action or proceeding instituted by Mortgagee as a consequence of such default.

Mortgagee agrees that if any action or proceeding is commenced by Mortgagee for the foreclosure of the Amended Mortgage or the sale of the Premises, Tenant shall not be named or joined by Mortgagee as a party therein (unless Tenant is a necessary party to such action or proceeding under applicable law), and the sale of the Premises in any such action or proceeding and the exercise by Mortgagee of any of its other rights under the Note or the Amended Mortgage shall be made subject to all rights of Tenant under the Lease, provided that at the time of the commencement of any such action or proceeding or at the time of any such sale or exercise of any such other rights an event of default shall not have occurred and be continuing under any of the terms, covenants or conditions of the Lease.

Tenant agrees that if Mortgagee shall become the owner of the Premises by reason of the foreclosure of the Amended Mortgage, the acceptance of a deed or assignment in lieu of foreclosure or otherwise, the Lease shall not be terminated thereby but shall continue in full force and effect as a direct lease between Mortgagee and Tenant upon all of the terms, covenants and conditions set forth in the Lease for the balance of the term thereof remaining and any extensions or renewals thereof which may be effected in accordance with any renewal option contained in the Lease, with the same force and effect as if Mortgagee were the landlord named in the Lease and in that event Tenant agrees to attorn to and recognize Mortgagee or the Transferee, Assignee or Purchaser from Mortgagee as the Landlord under the Lease for the remainder of the term thereof, and Tenant shall perform and observe its obligations thereunder, subject only to the terms and conditions of the Lease. Said attornment shall be effective and self-operative, without the execution of any further or other instrument by any of the parties hereto, immediately upon Mortgagee acquiring the interest of Landlord under the Lease, provided, however, that Mortgagee shall not be (i) obligated to commence or complete any construction work required to be done by Landlord (as hereinafter defined) pursuant to the provisions of the Lease or to pay, reimburse or grant a credit or allowance to Tenant for any construction work done or to be done by Tenant or for any costs incurred or to be incurred by Tenant in furnishing or moving into the Premises or the premises demised under the Lease, (ii) liable for any accrued obligation of Landlord, or for any act or omission of Landlord, whether accrued, committed or omitted prior to such foreclosure or sale, (iii) required to make any repairs to the Premises or to the premises demised under the Lease required as a result of fire, or other casualty or by reason of condemnation unless Landlord shall be obligated under the Lease to make such repairs and Mortgagee shall have actually received sufficient casualty insurance proceeds or condemnation awards to complete such repairs, (iv) required to make any capital improvements to the Premises or to the premises demised under the Lease which Landlord may have agreed to make, but had not completed, or to perform or provide any services not related to possession or quiet enjoyment of the premises demised under the Lease, or (v) subject to any offsets, credits, defenses, claims or counterclaims which have accrued to Tenant against Landlord prior to the date upon which Mortgagee shall become the owner of the Premises; or (vi) liable for the return of any security

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deposit made by Tenant to Landlord unless Mortgagee shall have actually received such security deposit from Landlord identified as Tenant's security deposit; or (vii) obligated to assume, or reimburse Tenant for, any obligations of Tenant arising out of any other lease to which Tenant may be a party; or (viii) liable for any damages or other relief attributable to any latent or patent construction defects relating to the Premises or the premises demised under the Lease, if such construction was not performed by Mortgagee; or (ix) liable for any rent or additional rent which tenant might have paid for more than the current month to Landlord or (x) bound by any amendment or modification of the Lease made without Mortgagee's consent.

5 Tenant shall execute and deliver, upon request of Mortgagee or the transferee, assignee or purchaser from Mortgagee, an appropriate agreement of attornment to the subsequent titleholder of the Premises, provided, that in the event Tenant so requests, the subsequent titleholder shall execute and deliver a subordination and nondisturbance agreement containing terms substantially similar to those contained herein. Mortgagee or a transferee, assignee or purchaser for Mortgagee shall assume or become liable (subject to the limitations in paragraph 4 hereof) for Landlord's obligations under the Lease which liabilities and obligations arise or accrue from and after the date Mortgagee or transferee, assignee or purchaser from Mortgagee becomes the owner of the Premises; provided, further, that such assumption shall provide that, if thereafter Mortgagee or a transferee, assignee or purchaser from Mortgagee shall sell the Premises and transfer the Lease to a third party who pursuant to a written agreement agrees to assume and perform all of the duties and obligations of the "Landlord" under the Lease, Mortgagee or a transferee, assignee or purchaser from Mortgagee shall be released from all further liability under the Lease arising after such transfer to and assumption by the third party

6 Tenant shall not, without obtaining the prior written consent of Mortgagee, (i) enter into any agreement amending or modifying the Lease, (ii) prepay any of the rents, additional rents or other sums due under the Lease for more than one (1) month in advance of the due dates thereof, (iii) voluntarily surrender the premises demised under the Lease or terminate the Lease, except as permitted pursuant to the terms of the Lease or (iv) assign the Lease or sublet the premises demised under the Lease or any part thereof other than pursuant to the provisions of the Lease; and any such amendment, modification, termination, prepayment, voluntary surrender, assignment or subletting, without Mortgagee's prior written consent, shall not be binding upon Mortgagee.

7 Tenant hereby represents to Mortgagee that as of the date hereof (i) Tenant is the owner and holder of the tenant's interest under the Lease, (ii) the Lease has not been modified or amended and, [if true, include the following, (iii) and the Lease is in full force and effect and the term of the Lease commenced on _____, _____, pursuant to the provisions thereof, (iv) the premises demised under the Lease have been completed and Tenant has taken possession of the same on a rent-paying basis.] (v) neither Tenant nor to Tenant's actual knowledge, Landlord, is in default under any of the terms, covenants or provisions of the Lease and Tenant to its actual knowledge knows of no event which but for the passage of time or the giving of notice or both would constitute an Event of Default by Tenant or Landlord under the Lease, (vi) neither Tenant nor Landlord has commenced any action or given or received any notice for the purpose of

B-4

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terminating the Lease, (vii) all rents, additional rents and other sums due and payable under the Lease have been paid in full and no rents, additional rents or other sums payable under the Lease have been paid for more than one (1) month in advance of the due dates thereof, and (viii) there are no presently accrued offsets, credits, claims, counterclaims or defenses to the payment of the rents, additional rents, or other sums payable under the Lease.

8 Tenant shall give Mortgagee a copy of any notice of default by Landlord under the Lease which Tenant claims under the Lease, and agrees that, notwithstanding any provisions of the Lease to the contrary, no notice of cancellation thereof shall be effective unless Mortgagee shall have received notice of the default giving rise to such cancellation and shall have failed within thirty (30) days after receipt of such notice to cure such default, or if such default cannot be cured within thirty (30) days, shall have failed within thirty (30) days after receipt of such notice to commence and to thereafter diligently pursue any action necessary to cure such default and to affect such cure within ninety (90) days after the receipt of the original notice of cancellation.

9 All notices, requests, demands and other communications required or permitted hereunder (a "Notice") shall be sent in writings and shall be sent or communicated (i) by personal delivery, (ii) by nationally recognized overnight courier, or (iii) by facsimile transmission, and shall be sent or delivered to the applicable party at the address indicated below or at such other address in the continental United States as shall be designated by such party in a Notice delivered in accordance with this paragraph 11. Any Notice given to any party hereunder shall be given to all parties hereto. Any Notice shall be effective upon the parties set forth below upon receipt or deemed receipt by the last party listed below receiving or deemed to have received such Notice. Receipt of any Notice hereunder shall be deemed to have occurred (i) if personally delivered or sent by overnight courier during normal business hours (whether successful or unsuccessful so long as the courier made a good faith attempt to effect delivery) if tendered for delivery before 2:00 P.M. at the location of delivery on a Business Day, and if not tendered before 2:00 P.M. or on a Business Day, on the next Business Day thereafter; or (ii) if sent by facsimile transmission, on the date transmitted (as evidenced by electronic confirmation) if transmitted before 2:00 P.M. at the location of receipt on a Business Day, and if not transmitted before 2:00 P.M. or on a Business Day thereafter. Notices shall be addressed and telecopied as follows.

If to Mortgagee:

Attention: _____

If to Tenant:

Attention: _____

B-5

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Each party may designate a change of address by notice to the other party, given at least fifteen (15) days before such change of address is to become effective.

10 This Agreement shall be binding upon and inure to the benefit of Mortgagee and Tenant and their respective successors and assigns

11 The term "Mortgagee" as used herein shall include the successors and assigns of Mortgagee and any person, party or entity which shall become the owner of the Premises by reason of a foreclosure of the Amended Mortgage or the acceptance of a deed or assignment in lieu of foreclosure or otherwise. The term "Landlord" as used herein shall mean and include the present landlord under the Lease and such landlord's predecessors and successors in interest under the Lease. The term "Premises" as used herein shall mean the Premises, the improvements now or hereafter located hereon and the estates therein encumbered by the Amended Mortgage.

12 This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by the parties hereto.

13 This Agreement shall be governed by and construed under the laws of the State in which the Premises are located.

14 Tenant shall look solely to the Premises for recovery of any judgment or damages from Mortgagee and neither Mortgagee nor any partner, officer, director, shareholder, employee or agent of Mortgagee shall have any personal liability, directly or indirectly, under or in connection with the Lease or this Agreement or any amendment or amendments to either the Lease or this Agreement made at any time or times, heretofore or hereafter, and Tenant hereby forever and irrevocably waives and releases any and all such personal liability. The limitation of liability provided in this paragraph is in addition to, and not a limitation of, any limitation on liability applicable to Mortgagee provided by law, by the Lease or by any other contract, agreement or instrument.

15 The provisions of this Agreement shall be self-operative. Notwithstanding the foregoing, Tenant agrees to execute and deliver to Mortgagee, or any person or entity to whom Tenant herein agrees to attorn, such other reasonable instrument or instruments as either may from time to time reasonably request in order to effectuate the provisions of this Agreement.

16 Nothing in this Agreement shall be deemed to be an agreement by Mortgagee to perform any obligation of Landlord under the Lease unless and until it becomes a Landlord and then, only if required to do so pursuant to the terms of the Lease, as modified and limited by this Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Lease, the terms of this Agreement shall control.

17 In the event of the bringing of any action or suit by any party against any other party concerning this Agreement or the subject matter of this Agreement or the rights and duties of the parties under this Agreement, the party in whose favor final judgment shall be entered shall

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be entitled to have and recover of and from the other party all costs and expenses of suit, including reasonable attorney's fees.

IN WITNESS WHEREOF, Mortgagee and Tenant have duly executed this Agreement as of the date first above written.

Mortgagee

By: _____

Name:

Title: Trustee

[TENANT SIGNATURE BLOCK]

By: _____

Name:

Title: Trustee

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B-7

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ANNEX C TO LIMITED POWER OF ATTORNEY

CERTIFICATE FOR UTILIZING LIMITED POWER OF ATTORNEY

The undersigned, the President, Chief Financial Officer or Chief Accounting Officer (as specified below) of The Dial Corp, a Delaware corporation ("Dial"), hereby certifies to _____ [identify Tenant] _____, as follows:

1. This certificate ("Certificate") is delivered by the undersigned with reference to (a) that certain Limited Power of Attorney (the "Limited Power of Attorney") dated as of April __, 1994 by Agent to the benefit of Dial and (b) the Guaranty.

2. Any terms used in this Certificate with an initial capital letter shall have the meaning ascribed to such terms in the Limited Power of Attorney, except as otherwise defined herein, and

3. As of the date hereof, Dial has not received a notice of a final judgment from a court of competent jurisdiction holding that a Dial Event of Default (as defined in the Guaranty) has occurred and, based on the evidence submitted to the court, has not been cured.

IN WITNESS WHEREOF, and under penalty of perjury, the undersigned has executed and delivered this Certificate as of _____, 19__.

By: _____

Name: _____

Title: _____

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C-1

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STATE OF _____

SS:

COUNTY OF _____

I, _____ a notary public in and for, and residing in the said County, in the State aforesaid, DO HEREBY CERTIFY, that _____ personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, 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 notarial seal this _____ day of _____ A.D. 19__

Notary Public

Property of Cook County Clerk's Office

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C-2