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THIRD MORTGAGE

THIS MORTGAGE made this 27th day of January, 1995, by and between CHICAGO TITLE AND TRUST COMPANY, AS SUCCESSOR TRUSTEE TO CONTINENTAL ILLINOIS NATIONAL BANK TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 13, 1975 AND KNOWN AS TRUST #48-60617-2, not personally but as Trustee under the provisions of a Trust Agreement dated June 13, 1975 (hereinafter referred to as MORTGAGOR) and MARY BETH BURKE and JAMES L. FOX, having an address at c/o James L. Fox, Abramson and Fox, One East Wacker Drive, Suite 3800, Chicago, Illinois (hereinafter referred to as the MORTGAGEES).

WHEREAS:

WHEREAS, the MORTGAGOR, in order to secure the payment of both the principal of, and the interest and any other sums payable on, a certain Note (hereinafter referred to as the NOTE) made by MORTGAGOR of even date herewith in the face amount of THREE HUNDRED AND SIXTY THREE THOUSAND ($363,000.00) DOLLARS and the performance and observation of all the provisions of this Third Mortgage (hereinafter referred to as the MORTGAGE), including the payment of any sums advanced by the MORTGAGEES pursuant to any terms or provision of the MORTGAGE or the NOTE, which NOTE shall be considered part of this MORTGAGE as though fully set forth herein, does hereby grant, bargain, sell, alien, remise, confirm and convey to the MORTGAGEES and to its successors and assigns forever the real property commonly known as 915 Sheridan Road,

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located in the Village of Winnetka, County of Cook and State of Illinois, as more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Mortgaged Property") which Mortgaged Property is presently encumbered as follows: (i) a first mortgage between Lake Forest Bank & Trust Company (the "First Mortgagee"), as mortgagee, and Mortgagor, as mortgagor, dated October 6, 1994 and recorded October 7, 1994 in the public records of Cook County, Illinois as document number 94-867,681 (the "First Mortgage"); and (ii) a second mortgage between Mid-City National Bank of Chicago (the "Second Mortgage"), as mortgagee and Mortgagor, as mortgagor, dated December 22, 1994, and recorded January 5, 1995 in the public records of Cook County, Illinois as document number 95 007 387 (the "Second Mortgage");

TOGETHER will all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion or reversions, remainder and remainders; and also the estate, right, title, interest, property, possession, claim and demand whatsoever, in Law as well as in Equity, of the MORTGAGOR of, in and to the same and every part and parcel thereof, with appurtenances; including all fixtures affixed to the same, or intended so to be, and also all equipment and improvements now in, upon or which may hereafter be installed or placed in or upon the same, adapted to or necessary for the complete and comfortable use, enjoyment or occupancy thereof, all of which shall be considered as real estate for all purposes to all persons;

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TO HAVE AND TO HOLD the above granted and described Mortgaged Property, with the appurtenances, fixtures, equipment, building material and improvements, unto the MORTGAGEES, its successors and assigns, to its and their own proper use and benefit forever;

PROVIDED ALWAYS, and these premises are upon the express condition, that if the MORTGAGOR shall well and truly pay to the MORTGAGEES all money secured hereby when the same shall become due and payable, without deduction or credit for any amount payable for taxes, and shall perform, comply with and abide by each and every agreement, stipulation, condition and covenant of this MORTGAGE and the NOTE, then these presents and the estate hereby granted shall cease, terminate and be void.

THE MORTGAGOR REPRESENTS, WARRANTS, COVENANTS AND AGREES WITH THE MORTGAGEES AS FOLLOWS:

1. The MORTGAGOR shall comply with all provisions of this MORTGAGE and the NOTE (which NOTE is made a part hereof as if recited at length).

2. The MORTGAGOR is seized of an indefeasible estate in fee simple in the Mortgaged Property, subject to encumbrances, set forth above, and has good right and full power to sell and convey the same and the MORTGAGOR will make any further assurances of title that the MORTGAGEES may require and will warrant the Mortgaged Property against all lawful claims and demands whatsoever.

3. (a) The MORTGAGOR shall obtain, or cause to be obtained, and shall maintain or cause to be maintained,

at all times throughout the term of the NOTE insurance on the Mortgaged Property in such amounts and in such manner and against such loss, damage and liability, including liability to third parties, as is satisfactory to the MORTGAGEES; provided, however, that, such insurance shall include, without limitation, the following, but shall not otherwise be in amounts or insure against loss, damage or liability in excess of the insurance coverage required by the First Mortgagee pursuant to the First Mortgage:

(i) Comprehensive general public liability insurance insuring against any and all liability of the MORTGAGOR or claims of liability of MORTGAGOR arising out of, occasioned or by resulting from any accident or otherwise resulting in or about the Mortgaged Property and the adjoining streets, sidewalks and passageways, in a minimum amount of $500,000 combined single limit for death or bodily injury to one or more persons or damage to property in connection with one accident or occurrence:

(ii) "All-Risk" coverage policy of fire and hazard insurance with respect to the Mortgaged premises, which insurance shall be for amounts sufficient to prevent the MORTGAGOR from being a co-insurer within the

policy and in the maximum insurable value of the Mortgaged Property or the aggregate amount of the NOTE and prior Mortgage notes, whichever is less; provided, however, that such policy contain a replacement cost endorsement if the insured amount is less than the aggregate face amount of the NOTE and the prior Mortgage Notes, plus accrued interest;

(b) Each insurance policy required under this Section 3 shall be written by insurance companies authorized or licensed to do business in the State of Illinois, and shall be on such forms and written by such companies as shall be reasonably approved by the MORTGAGEES. Such insurance coverage may be effected under overall blanket or excess coverage policies of the MORTGAGOR, except as to public liability insurance which may be effected under combined single limit;

(c) Each insurance policy required under this Section 3 shall providing insurance against loss or damage to property shall be written or endorsed so as to (i) contain an Illinois standard mortgagee or secured party endorsement, as the case may be, or equivalent, (ii) make all losses payable directly to the MORTGAGEES, subject to the prior rights of the First and Second Mortgages and (iii) provide for deductibles not to exceed that amount acceptable to the MORTGAGEES;

(d) Each insurance policy required under this Section 3 and providing public liability coverage shall be written and endorsed so as to name the MORTGAGEES as an additional insured, as its interest may appear;

(e) Each insurance policy required under this Section 3 shall contain a provisions to the effect that such policy shall not be cancelled, altered or in any way limited in coverage or reduced in amount unless the MORTGAGEES is notified in writing at least thirty (30) days prior to such cancellation, alteration, limitation or reduction. at least thirty (30) days prior to expiration of any such policy, the MORTGAGOR shall furnish evidence satisfactory to the MORTGAGEES that such policy has been renewed or replaced or is no longer required by this Section 3;

(f) Each insurance policy required under this Section 3 shall contain an endorsement or agreement by the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of the MORTGAGOR which might otherwise result in forfeiture of said insurance and the further agreement of the insurer waiving all rights of set-off, counterclaim, deduction or subrogation against the MORTGAGOR;

(g) In the event of loss or damage to the collateral, the proceeds of any insurance provided

hereunder shall be applied as set forth in this MORTGAGE; in the event of a public liability claim, the proceeds of any insurance provided hereunder shall be applied toward extinguishing or satisfying the liability and expenses incurred in connection therewith;

(h) The MORTGAGOR shall not obtain any separate or additional insurance which is contributing in the event of loss unless it is properly compatible with all of the requirements of this Section 3.

(i) Subject to the rights of the First and Second Mortgages, all amounts recoverable under any policy are hereby assigned to the MORTGAGEES and in the event of a loss the amount collected may, at the opinion of the MORTGAGEES, be used in any one or more of the following ways; (1) applied upon the indebtedness secured hereby, whether such indebtedness then be matured or unmatured, (2) used to fulfill any of the covenants contained herein as the MORTGAGEES may determine, (3) used to replace or restore the property to a condition satisfactory to the MORTGAGEES, or (4) released to the MORTGAGOR; the MORTGAGEES is hereby irrevocably appointed by the MORTGAGOR as attorney of the MORTGAGOR to assign any policy in the event of the foreclosure of this MORTGAGE or other extinguishment of the indebtedness secured hereby; provided, however, that if First mortgagee elects to make the proceeds available to replace or restore the

Mortgaged Property, MORTGAGEES consents to the sue of its share of any such proceeds for such purpose, subject to such protective provisions or to the disbursement of such proceeds as First Mortgagee, Second Mortgagee, or MORTGAGEES may reasonably request and in such event MORTGAGOR shall apply all such proceeds to the replacement or restoration of the Mortgaged Property and, if such proceeds are insufficient, shall supply any additional funds required and proceeds not retained by the First Mortgagee and Second Mortgagee as applied in reduction of the First and Second Mortgages shall be retained by the MORTGAGOR and applied in reduction of interest accrued and principal indebtedness, secured hereunder.

4. Subject to the right of the First and Second Mortgages, MORTGAGOR agrees that all awards heretofore or hereafter made by any public or quasi-public authority to the present and all subsequent owners of the Mortgaged Property by virtue of an exercise of the right of eminent domain by such authority, including any award for a taking of title, possession or right of access to a public way, or for any change of grade of streets affecting the Mortgaged Property, are hereby assigned to the MORTGAGEES; and the MORTGAGEES, at its option, is hereby authorized, directed and empowered to collect and receive the proceeds of any such award and awards from the authorities making the same and to give proper receipts and acquittances therefore,

and disbursements

whatsoever other than the rights of the First Mortgagee and Second Mortgagee provided, however, that if First Mortgagee and Second Mortgagee elect to make the proceeds available to replace or restore the Mortgaged Property, MORTGAGEES consents to the use of its share of any such proceeds for such purpose, subject to such protective provision or to the disbursement of such proceeds ad First and Second Mortgagees or MORTGAGEES may reasonably request and in such event MORTGAGOR shall apply all such proceeds to the replacement or restoration of the Mortgaged premises and, if such proceeds are insufficient, shall supply any additional funds required and proceeds not retained by the First and Second Mortgages as applied in reduction of the First and Second Mortgages

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and may, at the MORTGAGEES's election, sue such proceeds in any one or more of the following ways: (1) apply the same or any part thereof upon the indebtedness secured hereby, whether such indebtedness then be matured or unmatured, (2) use the same or any part thereof to fulfill any of the covenants contained herein as the MORTGAGEES may determine, (3) use the same or any part thereof to replace or restore the property to a condition satisfactory to the MORTGAGEES, or (4) release the same to the MORTGAGOR and the MORTGAGOR hereby covenants and agrees to and with the MORTGAGEES, upon request by the MORTGAGEES, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning all such awards to the MORTGAGEES free, clear and discharged of any and all encumbrances of any kind or nature whatsoever other than the rights of the First Mortgagee and Second Mortgagee provided, however, that if First Mortgagee and Second Mortgagee elect to make the proceeds available to replace or restore the Mortgaged Property, MORTGAGEES consents to the use of its share of any such proceeds for such purpose, subject to such protective provision or to the disbursement of such proceeds ad First and Second Mortgagees or MORTGAGEES may reasonably request and in such event MORTGAGOR shall apply all such proceeds to the replacement or restoration of the Mortgaged premises and, if such proceeds are insufficient, shall supply any additional funds required and proceeds not retained by the First and Second Mortgages as applied in reduction of the First and Second Mortgages

shall be retained by the MORTGAGOR and applied in reduction of interest accrued and principal indebtedness, secured hereunder.

5. The MORTGAGOR agrees to comply with all laws, rules, regulations and ordinances made or promulgated by lawful authority and now or hereafter applicable to the Mortgaged Property within such time as may be required by law.

6. The MORTGAGOR shall keep and maintain all buildings and other structures on the Mortgages Property, including fixtures and equipment, in good and substantial repair, and will make such repairs as may be required by the MORTGAGEES within thirty (30) days from written notice from the MORTGAGEES. The MORTGAGOR shall not do, and shall not permit to be done, any act which may in any way impair or weaken the security under this MORTGAGE, and the MORTGAGOR shall not remove or demolish or substantially alter, without the prior express written consent of the MORTGAGEES, any building, structure or improvement on the Mortgaged Property.

7. Subject to the rights of the First and Second Mortgages, the MORTGAGOR hereby assigns all rents, issues, and profits arising out of or from the Mortgaged Property to the MORTGAGEES as additional security for payment of the indebtedness secured hereby. Upon the occurrence of a default by the MORTGAGOR under this MORTGAGE or the NOTE, then the MORTGAGEES shall, subject to the rights of the First and Second Mortgagees, be entitled to enter upon and take possession of the Mortgaged Property, and collect and receive all rents, issues and profits arising from the Mortgaged

Property, including the rents, issues and profits then due and unpaid to the MORTGAGOR, and also those thereafter to fall due.

8. The MORTGAGOR shall, upon written request of the MORTGAGEES, certify within five (5) days to such person as the MORTGAGEES may designate, by writing duly acknowledged, the amount of principal and interest then owing on this MORTGAGE, an whether any offsets or defenses exist against then indebtedness evidence by the NOTE.

9. MORTGAGOR will pay, before same become delinquent or any penalties attach thereto for non-payment, all taxes, assessments and charges of every nature and to whomever assessed that may now or hereafter be levied or assessed, or by reason of non-payment become a lien prior to this MORTGAGE, upon the Mortgaged Property or any part thereof, or upon the rents, issues, income or profits thereof, whether any or all of said taxes, assessment or charged be levied directly or indirectly or as excise taxes or as income taxes, and will thereupon submit to the MORTGAGEES such evidence of the due and punctual payment of such taxes, etc. as the MORTGAGEES may require.

10. If MORTGAGOR shall neglect or refuse to keep in good repair the Mortgaged Property, to replace the same as herein agreed, to maintain and pay the premiums for insurance which may be required under paragraph 3 or to pay and discharge all taxes, assessment and charges of every nature and to whomever assessed, as provided for in paragraph 9, the MORTGAGOR may, at its election, cause such repairs or replacements to be made, obtain such

insurance or pay said taxes, assessment and charges and any amounts paid as a result thereof, together with interest thereon at a rate which if five (5) percentage points above the rate otherwise payable under the NOTE from the date of payment, shall be immediately due and payable by the MORTGAGOR to the MORTGAGEES, and until paid shall be added to and become a part of the principal debt secured hereby and the same may be collected as part of the said principal in any suit hereon or upon the NOTE; or the MORTGAGEES, by the payment of any tax, assessment or charge, may, if its sees fit, be thereby subrogated to the rights of the State, County, Village and all political or governmental subdivisions. No such advances shall be deemed to relieve the MORTGAGOR from any default hereunder or impair any right or remedy consequent thereon, and the exercise of the rights to make advances granted in this paragraph shall be optional with the MORTGAGEES and not obligatory and the MORTGAGEES shall not in any case be liable to the MORTGAGOR for a failure to exercise any such right.

11. No owner of the Mortgaged premises shall be entitled to any credit against the NOTE by reason of payment of any tax thereon.

12. (a) Upon the request of the MORTGAGOR, MORTGAGEES may, in MORTGAGEES's sole discretion, from time to time, within two (2) years from the date of this MORTGAGEES, at its option, make further advances to MORTGAGOR which shall be secured by the lien of this MORTGAGE; provided, however, that at no time shall the outstanding principal indebtedness secured by this

MORTGAGE, including advances, exceed a maximum principal amount equivalent to five times the original principal indebtedness secured by this MORTGAGE, including advances, exceed a maximum principal amount equivalent to four times the original principal indebtedness secured hereby, plus interest thereon, and plus any disbursements made by MORTGAGEES for the payment of taxes, levies or insurance on the property by the lien of this MORTGAGE, with interest on such disbursements.

(b) MORTGAGOR shall execute and deliver to MORTGAGEES a note evidencing each and every such future advance. All such notes shall be of equal dignity and a default in the payment of any one note shall constitute a default in the payment of all other notes. Each future advance shall be an integral part of the MORTGAGE obligation and shall be secured by the lien of this MORTGAGE as fully and to the same extent as though the same were a part of the original indebtedness, and any reference herein to the NOTE shall be deemed a reference to all such notes.

13. Subject to the rights of the First and Second Mortgages, MORTGAGOR shall assign to the MORTGAGEES, upon request, as further security for the indebtedness secured hereby, the MORTGAGOR's interest in any or all leases, and the MORTGAGOR's interests in all agreements, contracts, licenses and permits affecting the property subject to this MORTGAGE, such assignments to be made by instruments in form satisfactory to the MORTGAGE; but no such assignment shall be construed as a consent by the MORTGAGEES to any

lease, agreement, contract, license or permit so assigned, or to impose upon the MORTGAGEES any obligations with respect thereto.

14. MORTGAGOR shall not cancel any of the leases not or hereafter assigned to MORTGAGEES pursuant to paragraph 13 above, nor terminate or accept a surrender thereof or reduce the payment of the rent thereunder or modify any of said leases or accept any prepayment of rent therein (except any amount which may be required to be prepaid by the terms of any such lease) without first obtaining, on each occasions, the written approval of the MORTGAGEES.

15. MORTGAGOR will faithfully keep and perform all of the obligations of the Landlord under all of the leases now or hereafter assigned to the MORTGAGEES pursuant to paragraph 13 above and will not permit to accrue to any tenant under any such lease any right to prepaid rent pursuant to the terms of any lease other than the usual prepayment of rent as would result from the acceptance on the first day of each month of the rent for the ensuing month, according to the terms of the various leases.

16. The MORTGAGOR hereby agrees to and does hereby indemnify, protect, defend and save harmless the MORTGAGEES and his employees, agents and attorneys from and against any and all losses, damages, expenses or liabilities of any kind or nature and from any suits, claims or demands, including reasonable counsel fees incurred in investigating or defending such claim, suffered by any of them and caused by, relating to, arising out of, resulting from, or in any way connected with this MORTGAGE and the transactions contemplated

herein. In case any action shall be brought against the MORTGAGEES based upon any of the above and in respect to which indemnity may be sought against the MORTGAGOR, the MORTGAGEES shall promptly notify the MORTGAGOR in writing, the MORTGAGOR shall assume the defense thereof, including the employment of counsel selected by the MORTGAGOR and reasonably satisfactory to the MORTGAGEES, the payment of all costs and expenses and the right to negotiate and consent to settlement. Upon reasonable determination made by the MORTGAGEES, the MORTGAGEES shall have the right to employ separate counsel in any such action and to participate in the defense thereof. The MORTGAGOR shall not be liable for any settlement of any such action effected without its consent, but if settled with the MORTGAGOR's consent, or if there be a final judgment for the claimant in any such action, the MORTGAGOR agrees to indemnify and save harmless the MORTGAGEES from and against any loss or liability by reason of such settlement or judgment. The provisions of this paragraph 16 shall survive the termination of the MORTGAGE and the repayment of the NOTE.

17. The MORTGAGOR shall be in default of this MORTGAGE upon the occurrence of any of the following "Events of Default":

(a) The MORTGAGOR shall have failed to perform any term, covenant, condition, or undertaking contained in this MORTGAGE and the NOTE (subject to any applicable notice and/or cure periods, provided therein or herein); and

(b) In the event that any representation or warranty made by the MORTGAGOR in this MORTGAGE or in the NOTE, shall prove to be false, incorrect or misleading in any substantial and material respect as of the date when made.

18. Should any default be made by the MORTGAGOR, the MORTGAGEES may take any or all of the following actions, at the same time or at different times:

(a) Declare the entire amount of unpaid principal, accrued and unpaid interest and other money due under this MORTGAGE or the NOTE immediately due and payable;

(b) Apply on account of the unpaid principal and the interest thereon, or on account of any arrearage of interest thereon, or on account of any balance due to the MORTGAGEES after a foreclosure sale of the Mortgaged Property, whether or not a deficiency action shall have been instituted, any unexpended moneys still retained by the MORTGAGEES that were paid by the MORTGAGOR to the MORTGAGEES for the payment of, or as security for, the payment of taxes, assessments, municipal or governmental rates, charges, impositions, liens, water or sewer rents, or insurance premiums, if any, or in order to secure the performance of some act by the MORTGAGOR;

(c) Take any of the remedies otherwise available to it as a matter of law or equity; and

(d) Exercise its right to set-off as provided for in the NOTE.

19. The proceeds of any foreclosure of this MORTGAGE shall be applied, first, to the expenses incurred hereunder, including a reasonable attorney's fee for such services as may be rendered for the collection of said indebtedness and the foreclosure of this MORTGAGE; second, to the payment of whatever sum or sums the MORTGAGEES may have paid or become liable to pay in carrying out the options, terms and stipulations of this MORTGAGE, together with interest thereon; third, to the payment and satisfaction of the NOTE; and fourth, the surplus, if any, shall be paid to the MORTGAGOR or otherwise as the court may decree.

20. The MORTGAGOR hereby agrees that, in the event MORTGAGEES shall place the NOTE in the hands of an attorney after default or after maturity for collection or for foreclosure, MORTGAGOR will pay such reasonable attorney's fees as are authorized by law, together with the cost of title reports and all court costs and all expenses properly paid or incurred hereunder, and same are hereby secured.

The rights and remedies herein expressed to be vested in or conferred upon the MORTGAGEES shall be cumulative and shall be in addition to and not in substitution for or in derogation of the rights and remedies conferred by any applicable law. The failure, at any one or more times, of the MORTGAGEES to assert the right to declare the principal indebtedness due or the granting of any extension or extensions of time of payment of the NOTE secured by

this MORTGAGE either to the make or to any other person, or taking of other or additional security for the payment thereof, or taking of other or additional security, or changing any of the terms of this MORTGAGE or the NOTE, or waiver of or failure to exercise any right under any covenant or stipulation herein contained, shall not in any way affect this MORTGAGE nor the rights of the MORTGAGEES hereunder not operate as a release from any liability upon the NOTE or obligation or stipulation therein contained, nor under any agreement assuming the payment of the NOTE or obligation.

All notices to be given hereunder shall be given be certified mail directed to the MORTGAGOR at the address described herein at the head of this MORTGAGE to the MORTGAGEES at the address shown at the address shown at the head of this MORTGAGE.

All of the terms, covenants, provisions and conditions herein contained shall be for the benefit of, apply to, and bind the heirs, executors, administrators, successors, and assigns of the MORTGAGOR and the MORTGAGEES, and are intended and shall be held to be real covenants running with the land, and the term "MORTGAGOR" shall also include any and all subsequent owners and successors in title of the Mortgaged Property.

All references herein to "NOTE" shall be construed to mean "Bond" or any other evidence of indebtedness.

When such interpretation is appropriate, any word denoting gender used herein shall include all persons, natural or artificial, and words used in the singular shall include the plural.

The Mortgaged Property being located in the State of Illinois, this MORTGAGE and the rights and indebtedness hereby secured shall, without regard to place of contract of payment, be construed and enforced according to the laws of the State of Illinois.

Notwithstanding any provision herein or in the NOTE, the total liability for payments in the nature of interest shall not exceed the limits now imposed by the usury laws of the State of Illinois.

NOW, if the payments are made as provided and all the foregoing covenants and agreements are performed and observed, this MORTGAGE shall be null and void and shall be released at the cost of the MORTGAGOR, which cost the MORTGAGOR agrees to pay.

IN WITNESS WHEREOF, the MORTGAGOR has set its hand and seal or caused these presents to be signed by its proper corporate officers and caused its proper seal to be hereunto affixed, the day and year first above written.

MORTGAGOR:

CHICAGO TITLE AND TRUST COMPANY, AS SUCCESSOR TRUSTEE TO CONTINENTAL ILLINOIS NATIONAL BANK TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, as Trustee under Trustee Agreement dated June 13, 1975 and known as Trust #48-60617-2

By: Carolyn Pampenella

Name: CAROLYN PAMPENELLA

Title: Asst. Vice President

A T T E S T:

By: Lynda S. Barrie

Name: LYNDA S. BARRIE

Title: ASST. SECRETARY

Attached exculpatory rider is incorporated herein

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LEGAL DESCRIPTION

THAT PART OF LOT "B" IN A RESUBDIVISION OF LOTS 3, 4 AND 5 IN THE SUBDIVISION OF BLOCKS 15 AND 16 IN HUBBARD ESTATES SUBDIVISION IN THE NORTHEAST FRACTIONAL 1/4 OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 25, 1907 IN BOOK 95 OF PLATS, PAGE 36, AS DOCUMENT NUMBER 4,025,427 IN COOK COUNTY, ILLINOIS, LYING WESTERLY AND NORTHERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF SAID LOT "B" WITH A LINE DRAWN PARALLEL WITH THE 95.0 FEET NORTHWESTERLY OF (MEASURED AT RIGHT ANGLES) TO THE SOUTHEASTERLY LINE OF SAID LOT "B"; THENCE NORTHEASTERLY PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT "B", A DISTANCE OF 91.32 FEET TO AN IRON PIPE; THENCE NORTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 47.23 FEET; THENCE NORTHEASTERLY PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT "B" TO THE EASTERLY LINE OF SAID LOT "B".

The Real Property or its address is commonly known as 915 Sheridan Road, Winnetka, Illinois 60093. The Real Property tax identification number is 05-17-203-025.

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EXHIBIT "A"

EXCULPATORY CLAUSE FOR
CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Chicago Title and Trust Company, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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STATE OF ILLINOIS,
COUNTY OF COOK } SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth, and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal Date JAN 27 1995

"OFFICIAL SEAL"
Olintha Smith
Notary Public, State of Illinois
My Commission Expires 10/7/95

Form 1221

Olintha Smith
Notary Public

95054359

AFTER RECORDED MAIL TO:

Eugene T. Sherman
70 W. MADISON
Suite 3600
Chicago, IL 60602