

RETURN TO: BOX 15
N24-24760-14 NHL
407441

TICOR TITLE INSURANCE

DECLARATION OF RESTRICTIONS FOR REAL PROPERTY

THIS DECLARATION OF RESTRICTIONS FOR REAL PROPERTY ("Declaration") made as of this 9th day of January, 1998, by U. S. BANK NATIONAL ASSOCIATION d/b/a First Bank National Association, as Trustee under Trust Agreement dated December 11, 1992 and known as Trust No. 22802280 ("U. S. Bank").

W I T N E S S E T H:

WHEREAS, U. S. Bank is the owner of certain real property situated in the County of Cook, State of Illinois, and more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, U. S. Bank has this date sold to U-Stor-It #20 (Des Plaines) L.L.C., an Illinois limited liability company ("U-Stor-It #20"), certain real property located at 1800 Busse Highway, Des Plaines, Illinois, adjacent to the Property and more particularly described in Exhibit "B" attached hereto and made a part hereof ("Busse Highway Property"); and

WHEREAS, for good and valuable consideration, U. S. Bank has agreed, and by this Declaration desires, to impose certain restrictions on the use of the Property as hereinafter set forth.

NOW, THEREFORE, U. S. Bank hereby declares that the Property be held, sold and conveyed, subject to the following restrictions:

1. Neither U. S. Bank, nor its successors or assigns, shall construct or use the Property as a self-storage facility without the prior written consent of U-Stor-It #20, its

successors and assigns; provided, however, that (i) the foregoing restrictions may be terminated at any time with the written consent of the title holder of the Busse Highway Property, (ii) the tenants of the Property shall be allowed to have storage facilities for their exclusive use located on the Property, provided that such storage shall be incidental to the tenant's primary use of the Property; and (iii) the foregoing restrictions shall terminate in the event that title to the Busse Highway Property shall be conveyed to an entity in which Lawrence S. Nora has no interest and the Busse Highway Property is no longer used by such entity as a self-storage facility.

2. The terms, conditions and restrictions contained in this Declaration shall create perpetual servitudes upon the Property, running with the land; shall be binding upon any person or entity having any right, title or interest in the Property or any part thereof and shall inure to the benefit of the owners of the Busse Highway Property, their successors and assigns.

3. The owners of the Busse Highway Property, their successors and assigns (the "Enforcing Parties") shall have the right to enforce all conditions and restrictions now or hereafter imposed by the provisions of this Declaration. Failure by the owners of the Busse Highway Property, their successors and assigns, to enforce any conditions or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Enforcement of such conditions and restrictions may be made by any proceeding at law or in equity against any person or persons violating or attempting to violate same, either to restrain the violation of same or to recover damages against the interest in the Property affected and to enforce any lien created by the conditions and restrictions imposed by this Declaration. In the event of any such violation or threatened violation, the Enforcing Parties shall give ten (10) days prior written notice to the owners of the Property to terminate, remove or extinguish such violation. If such violation is not cured or removed within thirty (30) days after the giving of such notice or reasonable steps have not been taken to remove or cure same, the Enforcing Parties shall have the right to obtain a restraining order and injunction from any court having jurisdiction for the cessation of such violation. The rights and remedies of such Enforcing Parties as set forth herein shall not be exclusive but shall be in addition to any other right or remedy available at law or in equity. In the event the Enforcing Parties shall incur any costs or expenses in connection with the termination, cure, removal or extinguishment of the violations, then such costs and expenses shall be paid by the owners of the Property within ten (10) days after demand therefor. If such costs and expenses shall not be paid as aforesaid, they shall be deemed delinquent and shall accrue interest from the date of delinquency at the rate of

twelve (12%) percent per annum and shall become a lien upon the ownership interest in the Property of the person so violating the provisions and restrictions imposed by this Declaration. Such lien, upon the recording of a notice thereof with the Recorder of Cook County, Illinois, shall bind the Property in the hands of the owner or owners of the Property, their successors and assigns.

Any notice which may be given pursuant to the provisions of this Declaration shall be in writing and shall be sufficiently served if served personally or if by mail, when deposited in the United States mail, postage prepaid, by certified or registered mail and addressed to the party who is to receive same at such address as may be listed for such party as their tax mailing address in the real estate tax records of Cook County, Illinois. Such notice shall be deemed to have been served at the earlier of the date received, refused or returned as undeliverable.

4. Nothing in this Declaration shall in any way prevent alienation or sale of the Property to which the restrictions apply, or any portion thereof, except that such sale shall be subject to the conditions and restrictions set out herein.

5. The restrictions contained herein shall be binding upon and inure to the parties hereto and their successors and assigns.

6. The Declarant warrants that it is the only person having any interest in the Property at the date hereof, and the Declarant further warrants that no mortgagee, contract purchaser, lessee or life tenant exists who is not the Declarant of this Declaration and who has not joined in this conveyance.

7. U-Stor-It #20 may at any time release the Declarant, its successors or assigns, from the Declaration.

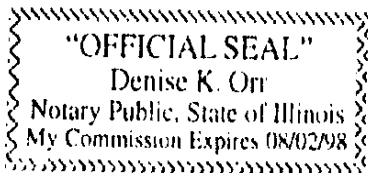
8. This Declaration may be executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

9. Invalidation of any provision contained in this Declaration by judgment or court order shall in no way affect the remainder of the provisions hereof, which provisions shall remain in full force and effect.

10. This Declaration may be amended only by an instrument in writing signed by all, and not less than all, of the then owners of the Busse Highway Property.

voluntary act and as the free and voluntary act of U. S. Bank National Association for the uses and purposes therein set forth.

GIVEN UNDER MY HAND and notary seal this 6th day of January 1998.



Denise K. Orr
Notary Public

This Instrument Prepared By:

MORRIS G. DYNER, ESQ.
Fischel & Kahn, Ltd.
190 S. LaSalle St. - Suite 750
Chicago, Illinois 60603

Return This Document to:

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Chicago, Illinois 60603

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Property of Cook County Clerk's Office

EXHIBIT A

LEGAL DESCRIPTION OF 1865 MINER STREET, DES PLAINES, ILLINOIS

PARCEL 1:

LOT 2 IN G.T.L. RESUBDIVISION OF PARTS OF LOTS 167, 169 AND 172 IN TOWN OF RAND ALSO PART OF LOT 24 IN COUNTY CLERK'S SUBDIVISION, AND ALSO LOTS 38 AND 39 IN ALBERT E. CLARK'S SUBDIVISION ALL IN THE SOUTHWEST 1/4 OF SECTION 16 AND THE NORTHWEST OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AFORESAID AS CREATED BY DOCUMENT RECORDED OCTOBER 18, 1985 AS DOCUMENT NUMBER 85243232 OVER AND UPON THE FOLLOWING DESCRIBED REAL ESTATE:
THAT PART OF LOT 172 IN TOWN OF RAND IN SECTIONS 16, 17, 20 AND 21, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING AT THE INTERSECTION OF THE LINE BETWEEN LOTS 167 AND 172 WITH THE NORTHEASTERLY LINE OF BUSSE HIGHWAY; THENCE NORTH 52 DEGREES, 49 MINUTES, 50 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF BUSSE HIGHWAY, THE LINE BETWEEN SAID LOTS HAVING AN ASSUMED BEARING OF NORTH-SOUTH, A DISTANCE OF 28.86 FEET; THENCE NORTH 0 DEGREES, 0 MINUTES, 0 SECONDS EAST ALONG A LINE PARALLEL WITH THE LINE BETWEEN SAID LOTS 167 AND 172, A DISTANCE OF 87.43 FEET; THENCE NORTH 37 DEGREES, 10 MINUTES, 10 SECONDS EAST, A DISTANCE OF 38.07 FEET TO A POINT ON SAID LOT LINE WHICH IS 135.20 FEET NORTH OF THE PLACE OF BEGINNING; THENCE SOUTH 0 DEGREES, 0 MINUTES, 0 SECONDS WEST, A DISTANCE OF 135.20 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXHIBIT B - LEGAL DESCRIPTION

That part of Lot 3 in G.T.E. Resubdivision of parts of Lots 167, 169 and 172 in the Town of Rand, part of Lot 24 in County Clerk's Subdivision and Lots 38 and 39 in Albert E. Clark's Subdivision, all in the Southwest 1/4 of Section 16 and the Northwest 1/4 of Section 21, Township 41 North, Range 12 East of the Third Principal Meridian, according to the plat thereof recorded August 3, 1987 as Document Number 87426203 more particularly described as follows:

Beginning at the Southeast corner of said Lot 3; thence North along the East line of said Lot 3, a distance of 135.20 feet; thence North 37 degrees 10 minutes 10 seconds East, a distance of 141.90 feet; thence North 52 degrees 49 minutes 50 seconds West, a distance of 107.59 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 60.47 feet to the Southeast corner of Lot 1 in G.T.E. Resubdivision, aforesaid; thence West along the South line of said Lot 1 to the Southwest corner thereof; thence South along the southerly extension of the West line of said Lot 1 to the Northeasterly right of way line of Busse Highway; thence Southeasterly along said Northeasterly line, a distance of 414.65 feet to the point of beginning (excepting therefrom, that part described as follows: Commencing at the Southeast corner of said Lot 3; thence Northwesterly along the southerly line of Lot 3, also being the Northeasterly line of Busse Highway, a distance of 414.65 feet; thence North parallel with the East line of Lot 172 in the Town of Rand, aforesaid, a distance of 20.60 feet to a point for a place of beginning; thence Northeasterly on a line drawn at right angles to the Northeasterly line of Busse Highway, a distance of 73.84 feet; thence Northwesterly on a line parallel with the Northeasterly line of Busse Highway, a distance of 55.98 feet to a point on a line drawn parallel with the East line of said Lot 172; thence South along said line parallel with the East line of Lot 172, a distance of 92.66 feet to the place of beginning), in Cook County, Illinois.

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Volume: 091

RIDER ATTACHED TO AND MADE A PART OF DOCUMENT DATED 1/9/98
UNDER TRUST NO. 228602280

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

Property of Cook County Clerk's Office