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RECIPROCAL DECLARATION OF GRANT OF PARKING EASEMENTS

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Cook County Recorder 39.00



This RECIPROCAL DECLARATION OF GRANT OF PARKING EASEMENTS (the "Declaration") is made as of this 31st day of March, 1999, by and between ARLINGTON, LLC, an Illinois limited liability company, ("Arlington") and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee under Trust No. 118561-01 dated July 20, 1994 ("Trustee").

RECITALS:

The following recitals of fact are a material part of this Declaration:

A. Trustee is the record title holder to that certain parcel of land comprising Phase I of the Annex of Arlington Shopping Center ("Annex I") located in the Village of Arlington Heights, Cook County, Illinois, legally described on Exhibit "A" attached hereto and made a part hereof.

B. Arlington is the record title holder to those parcels of land to comprise Phase II of the Annex of Arlington Heights Shopping Center (the "Annex II") located in the Village of Arlington Heights, Cook County, Illinois, legally described on Exhibit "B" attached hereto and made a part hereof.

C. Trustee desires to grant to Arlington a perpetual, non-exclusive easement over, across and upon the "Annex I Parking Field Easement Tract" (as hereinafter defined), for the purpose of providing Arlington use of the parking areas and, incidental to such use, the use of driveways, sidewalks, and walkways in Annex I for the parking of vehicles, and incidental pedestrian and vehicular traffic relative thereto, all as more fully set forth below.

D. Arlington desires to grant to Trustee a perpetual, non-exclusive easement over, across and upon the "Annex II Parking Field Easement Tract" (as hereinafter defined), for the purpose of providing Trustee use of the parking areas and, incidental to such use, the use of driveways, sidewalks, and walkways in Annex II for the parking of vehicles, and incidental pedestrian and vehicular traffic relative thereto, all as more fully set forth below.

E. The parties wish to make certain agreements regarding the easements created herein.

AGREEMENTS:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following grants, covenants and restrictions are made:

1. "Permittees" Defined. "Permittees" shall mean all the officers, directors, beneficiaries, partners, members, managers, employees, contractors, agents, invitees, licensees, tenants, and subtenants of Arlington or Trustee as applicable.

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2. Parking Easement Over Annex I. Trustee hereby grants, gives and conveys to Arlington and its successors and assigns, a non-exclusive and perpetual easement ("Annex I Parking Easement"), appurtenant to Annex II, over, across and upon those portions of Annex I which are now or may hereafter be improved with parking areas, subject to reasonable rules and regulations relative to the use of such parking areas which reasonable rules and regulations shall be applicable to all users of the parking areas, (the "Annex I Parking Field Easement Tract") for the purpose and benefit of providing Arlington and its successors and assigns, and the Permittees of Arlington and its successors and assigns, the use, in common with Trustee and its successors and assigns, and the Permittees of Trustee and its successors and assigns, of the parking areas and, incidental to such use, the use of driveways, sidewalks, and walkways therein for the sole purpose of the parking of vehicles in the parking field of Annex I and incidental pedestrian and vehicular traffic relative thereto. Notwithstanding the foregoing the use by Arlington and the Permittee of Arlington of the Annex I Parking Field Easement Tract shall not include the use by trucks or other delivery, construction, maintenance or commercial vehicles nor the overnight parking of vehicles.

3. Parking Easement Over Annex II. Arlington hereby grants, gives and conveys to Trustee and its successors and assigns, a non-exclusive and perpetual easement ("Annex II Parking Easement"), appurtenant to Annex I, over, across and upon those portions of Annex II which are now or may hereafter be improved with parking areas, subject to reasonable rules and regulations relative to the use of such parking areas which reasonable rules and regulations shall be applicable to all users of the parking areas, (the "Annex II Parking Field Easement Tract") for the purpose and benefit of providing Trustee and its successors and assigns, and the Permittees of Trustee and its successors and assigns, the use, in common with Arlington and its successors and assigns, and the Permittees of Arlington and its successors and assigns, of the parking areas and, incidental to such use, the use of driveways, sidewalks, and walkways therein for the sole purpose of the parking of vehicles in the parking field of Annex II and incidental pedestrian and vehicular traffic relative thereto. Notwithstanding the foregoing the use by Trustee and the Permittees of Trustee of the Annex II Parking Field Easement Tract shall not include the use by trucks or other delivery, construction, maintenance or commercial vehicles nor the overnight parking of vehicles.

4. Reservation of Rights. Subject to the terms of this Declaration, each party reserves the following rights with respect to the parking easements granted herein so long as the exercise of such rights does not unreasonably interfere with the use by the grantee of the applicable parking field easement tract for the purposes herein granted:

(i) The right to use the surface and subsurface areas of the parking field easement tract for any reason and in such a manner as the grantor shall deem proper, in its sole discretion;

(ii) The right to grant additional access or other easements over, upon and under, and the right to grant others the right to use, the applicable parking field easement tract;

(iii) Provided that grantor acquires any legally required municipal approvals, the right at any time and from time to time to relocate or alter the parking field easement tract or any part thereof; and,

(iv) The right to perform maintenance and repairs on any part of the parking field easement tract, including, but not limited to, the paving and patching of the parking field easement tract and the paving and re-striping of parking lots. In conjunction with said maintenance and repairs, the grantor reserves the right to restrict access to various areas of the parking field easement tract while said maintenance and repairs are being performed.

5. Covenants of Grantee. Each grantee covenants and agrees not to construct, erect, maintain or permit any structure, installation, facility or improvement of any kind or nature whatsoever on, above or below the surface of the parking field easement tract to which it has been granted an easement by the other party hereto acting as a grantor hereunder.

6. Non-Interference by Grantees. The rights granted to a grantee herein are contingent upon the agreement of that grantee not to interfere with the use of any existing easement on, under, above, or across the parking field easement tract to which it has been granted an easement. Furthermore, such grantee shall not interfere with the use of any other easement hereafter granted on, under, above, or across the parking field easement tract or with any other use of parking field easement tract so long as such easements, the use thereof or any other use does not materially interfere with the rights of such grantee and its Permittees set forth hereunder.

7. Indemnity and Insurance. (a) During the Term of the Parking Easements created herein, each grantee shall procure and maintain at its sole cost and expense, a commercial general liability policy of insurance with aggregate limits of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence combined single limit bodily injury, personal injury and property damage (with umbrella coverage of not less than a \$2,000,000.00 limit of liability per occurrence combined single limit bodily injury, personal injury and property damage), naming its grantor hereunder and the successors and assigns of such grantor as additional insureds and insuring against any and all damages resulting by reason of any injury or death suffered or any property damage sustained by any person while in, upon or around the parking field easement tract to which it has been granted an easement, as a result of the negligence or willful misconduct of such grantee or its Permittees upon the such parking field easement tract. Any such policy obtained by each grantee shall be issued by insurers having an A.M. Best's rating of A:X or better from the Bests' Key Rating Guide. Within fifteen (15) days of the written request of a grantor, grantee shall deliver to grantor a certificate from its insurance provider evidencing said insurance coverage.

(b) Each grantee shall defend, indemnify and hold its grantor and the Permittees of said grantor harmless from and against any and all losses, claims, demands, damages, liabilities or expenses (including, without limitation, reasonable attorneys' fees and costs) resulting from any breach by such grantee of this Declaration or the negligence or willful misconduct in connection with the use by such grantee or its Permittees of the parking field easement tract to which grantee has been granted an easement.

8. Covenants Running with the Land. All provisions of this Declaration, including, but not limited to, the benefits and burdens set forth herein, shall run with the land and are binding upon, and shall inure to the benefit of, the successors and assigns of each of the parties to this Declaration. In the event that one person or entity shall become the owner both of Annex I and Annex II, this Declaration shall continue in effect and shall not merge into the fee simple interest acquired by such person or entity in such properties.

9. Transfer of Ownership. Whenever a transfer of ownership of all, or any portion of a parcel referred to in this Declaration occurs, the liability of the transferor for any obligation or any breach of covenant occurring from and after the effective date of such transfer, shall automatically terminate with respect to such transferor. As of the effective date of a given transfer, by acceptance of title to such parcel, the transferee shall automatically assume and be bound by all of the burdens and obligations under this Declaration applicable to such parcel.

10. Notice. All notices, demands, requests, consents, approvals, or other instruments required or permitted to be given by this Declaration shall be in writing and signed by the party giving same or an officer, agent or attorney of such party, and shall be deemed to have been effective upon delivery if served personally, or upon the day following sending, if sent by Overnight express or courier service, or

upon the third (3rd) day from and including the date of posting if mailed by U.S. Postal Service registered or certified mail, return receipt requested, with postage prepaid, to the following addresses or substitute addresses as may be designated from time to time by either party upon written notice to the other:

If to Trustee: . **AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO**
120 South LaSalle Street
Chicago, Illinois 60690
(RE: Trust No. 118561-01 dated 7/20/94)

If to Arlington: **ARLINGTON, LLC**
180 N. Michigan Avenue
Suite 200
Chicago, Illinois 60601
ATTN: Mr. Marc R. Wilkow

11. Governing Law. This Declaration shall, in all respects, be governed, construed, applied and enforced in accordance with the laws of the State of Illinois, including, without limitation, matters affecting title to all real property described in this Declaration.

12. Headings. The headings and captions herein are inserted for convenient reference only and the same shall not limit or construe the paragraphs or sections to which they apply or otherwise affect the interpretation hereof.

13. Waivers. No party hereto shall be deemed to have waived the exercise of any right existing hereunder unless such waiver is made expressly and in writing and, without limiting the generality of the foregoing, no delay by any party hereto in exercising any such right shall be deemed to constitute a waiver of the exercise hereof. No waiver made with respect to one or more instances involving the exercise of any right, shall be deemed a waiver of such right in any other instance.

14. Partial Invalidity. If any provision of this Declaration is, to any extent, declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Declaration (or the application of such provision to persons or circumstances other than those with respect to which the determination of invalidity or unenforceability was made) will not be effected thereby and each provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

15. Attorneys' Fees. In the event of any legal or equitable proceeding between the parties hereto with respect to any matter pertaining to this Declaration, the party against whom judgment is entered shall pay the reasonable attorneys' fees and costs by the party for whom judgment is entered.

16. Trustee Exculpation. It is expressly understood and agreed by and between the parties hereto that no personal liability or personal responsibility of any sort is assumed by, nor shall at any time be asserted or enforceable against American National Bank and Trust Company of Chicago, a national banking association, individually or personally, but only as trustee under the provisions of a Trust Agreement dated July 20, 1994 and known as Trust No. 118561-01, on account of this Declaration or on account of any representation, warranty, covenant, undertaking or agreement of Trustee as grantor or grantee in this Declaration contained, either express or implied, all such personal liability, if any, being expressed waived and released.

IN WITNESS WHEREOF, the undersigned has executed this Declaration on the date first above written.

TRUSTEE:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO,

not personally but solely as Trustee under Trust No. 118561-01 dated July 20, 1994

By: [Signature]
Name: Eileen F. Newry
Title: Trustee

ARLINGTON:

ARLINGTON, LLC

By: M & J Wilkow Properties, Inc.

By: [Signature]
Name: Marc R. Wilkow
Title: President

Property of Cook County Clerk's Office

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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STATE OF ILLINOIS)
)
COUNTY OF COOK)

Personally appeared before me, a Notary Public in and for the above County and State, Marc R. Wilkow known personally by me and acknowledged by me to be on the date of execution the President of M & J Wilkow Properties, Inc., manager of **ARLINGTON, LLC**, an Illinois limited liability company, and he/she executed the foregoing for and on behalf of said Limited Liability Company.

Witnessed by hand and this notarial seal, this 31st day of March, 1999.

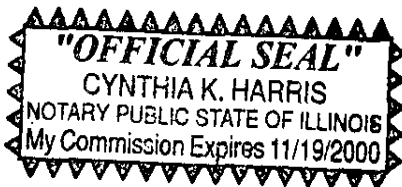


Jennifer L. Harshbarger
Notary Public

STATE OF ILLINOIS)
)
COUNTY OF COOK)

Personally appeared before me, a Notary Public in and for the above County and State, EILEEN F. NEARY known personally by me and acknowledged by me to be on the date of execution the TRUST OFFICER of **AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO**, not personally but solely as Trustee under Trust No.118561-01 dated July 20, 1994, and he/she executed the foregoing for and on behalf of said Trustee.

Witnessed by hand and this notarial seal, this 30th day of March, 1999.



Cynthia K. Harris
Notary Public

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EXHIBIT "A"

ANNEX I LEGAL DESCRIPTION

THAT PART OF LOT 2 IN HARDEE'S RAND ROAD SUBDIVISION, BEING A SUBDIVISION OF PARTS OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17 AND THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 18, LYING SOUTHWESTERLY OF THE CENTERLINE OF RAND ROAD, ALL IN TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 16, 1986 AS DOCUMENT NO. 86297245 AND A 0.019 ACRE PARCEL SOUTH OF SAID LOT 2, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLYMOST CORNER OF SAID LOT 2; THENCE SOUTH 42°02'44" WEST 568.13 FEET TO THE SOUTH LINE OF SAID LOT 2; THENCE NORTH 89°47'42" WEST 28.95 FEET ALONG THE SOUTH LINE OF SAID LOT 2; TO A POINT 96.40 FEET, AS MEASURED ALONG SAID SOUTH LINE, EAST OF A CORNER OF SAID LOT 2; THENCE NORTH 47°49'39" WEST 186.71 FEET TO A SOUTH LINE OF SAID LOT 2; THENCE NORTH 89°47'42" WEST 27.62 FEET ALONG THE LAST DESCRIBED SOUTH LINE TO A POINT 373.47 FEET, AS MEASURED ON SAID SOUTH LINE, EAST OF THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 17, AFORESAID; THENCE NORTH 47°57'53" WEST 194.53 FEET; THENCE NORTH 31°32'09" WEST 157.42 FEET TO A WESTERLY LINE OF SAID LOT 2; THENCE NORTH 42°00'35" EAST 10.81 FEET TO A SOUTHWESTERLY LINE OF SAID LOT 2; THENCE NORTH 47°59'25" WEST, ALONG SAID SOUTHWESTERLY LINE, 325 FEET TO A NORTHWEST LINE OF LOT 2; THENCE NORTH 42°00'35" EAST, ALONG SAID NORTHWEST LINE, 550.00 FEET TO THE SOUTH LINE OF RAND ROAD (SAID SOUTH LINE ALSO BEING THE NORTHEASTERLY LINE OF SAID LOT 2); THENCE SOUTH 47°59'25" EAST ALONG SAID SOUTH LINE, 246.30 FEET; THENCE SOUTH 42°00'35" WEST, 230 FEET; THENCE SOUTH 47°59'25" EAST 175 FEET; THENCE NORTH 42°00'35" EAST 230 FEET TO THE SOUTH LINE OF RAND ROAD; THENCE SOUTH 47°59'25" EAST, 478.67 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

aka Annex of Arbington Shopping Center
Arbington Heights, Illinois

Pin # 03-17-302-074-0000
03-17-302-075-0000

Prepared by + Mail To:

Don Ellis
Neal Gerber & Eisenberg
2 N. LaSalle, Suite 210
Chicago, IL 60602

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EXHIBIT "B"

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ANNEX II LEGAL DESCRIPTION

ALL THAT PART OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH OF THE CENTER LINE OF RAND ROAD, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE CENTER LINE OF RAND ROAD THAT IS 450.00 FEET NORTHWESTERLY OF THE INTERSECTION OF THE CENTER LINE OF SAID RAND ROAD WITH THE EAST LINE OF THE SAID WEST ½ OF THE SOUTHWEST ¼ OF SECTION 17, SAID INTERSECTION BEING 936.53 FEET NORTH OF THE SOUTH LINE OF SAID SECTION; THENCE SOUTH 42 DEGREES 03 MINUTES 40 SECONDS WEST 50.00 FEET TO A POINT OF BEGINNING AT THE SOUTHWESTERLY LINE OF SAID RAND ROAD (SAID LINE BEARING SOUTH 42 DEGREES 03 MINUTES 40 SECONDS WEST BEING A STRAIGHT LINE DRAWN FROM SAID POINT OF COMMENCEMENT IN THE CENTER LINE OF RAND ROAD TO A POINT THAT IS 775 FEET NORTH OF THE SOUTH LINE AND 748.33 FEET WEST OF THE EAST LINE OF SAID WEST ½ OF THE SOUTHWEST ¼ OF SECTION 17); THENCE CONTINUING SOUTH 42 DEGREES 03 MINUTES 40 SECONDS WEST ALONG SAID LAST DESCRIBED LINE, 567.94 FEET TO A POINT THAT IS 775 FEET NORTH OF THE SOUTH LINE AND 748.33 FEET WEST OF THE EAST LINE OF SAID WEST ½ OF THE SOUTHWEST ¼ OF SECTION 17; THENCE SOUTH 89 DEGREES 45 MINUTES 45 SECONDS EAST PARALLEL WITH THE SOUTH LINE OF SAID SECTION, 373.33 FEET TO A LINE 375.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID WEST ½ OF THE SOUTHWEST ¼ OF SECTION 17; THENCE SOUTH 00 DEGREES 01 MINUTES 28 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, 124.47 FEET TO A LINE 650.53 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION; THENCE SOUTH 89 DEGREES 45 MINUTES 45 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 220.00 FEET TO A LINE 155.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID WEST ½ OF THE SOUTHWEST ¼ OF SECTION 17; THENCE NORTH 00 DEGREES 01 MINUTES 28 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 88.00 FEET TO A LINE 738.53 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION; THENCE SOUTH 89 DEGREES 45 MINUTES 45 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 105.00 FEET TO THE WEST LINE OF ARLINGTON HEIGHTS ROAD, BEING A LINE 50.00 FEET, AS MEASURED AT RIGHT ANGLES, WEST OF AND PARALLEL WITH EAST LINE OF THE WEST ½ OF THE SOUTHWEST ¼ OF SAID SECTION; THENCE NORTH 00 DEGREES 01 MINUTES 28 SECONDS EAST ALONG SAID WEST LINE OF ARLINGTON HEIGHTS ROAD, 174.41 FEET TO THE SOUTHWESTERLY LINE OF RAND ROAD, BEING A LINE 50.00 FEET, AS MEASURED AT RIGHT ANGLES, SOUTHWESTERLY OF AND PARALLEL WITH THE CENTER LINE OF SAID ROAD; THENCE NORTH 47 DEGREES 57 MINUTES 52 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE OF RAND ROAD, 428.04 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

EXCEPTING FROM THE FOREGOING THE FOLLOWING TRACT:

THAT PART OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER LINE OF RAND ROAD, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE CENTER LINE OF RAND ROAD THAT IS 450.00 FEET NORTHWESTERLY OF THE INTERSECTION OF THE CENTER LINE OF SAID RAND ROAD WITH THE EAST LINE OF SAID

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WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17 (SAID INTERSECTION BEING 936.53 FEET NORTH OF THE SOUTH LINE OF SAID SECTION); THENCE SOUTH 42 DEGREES 03 MINUTES 40 SECONDS WEST, 418.46 FEET (SAID LINE BEARING SOUTH 42 DEGREES 03 MINUTES 40 SECONDS WEST BEING A STRAIGHT LINE DRAWN FROM SAID POINT OF COMMENCEMENT IN THE CENTER LINE OF RAND ROAD TO A POINT THAT IS 775 FEET NORTH OF THE SOUTH LINE AND 748.33 FEET WEST OF THE EAST LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17); THENCE SOUTH 47 DEGREES 56 MINUTES 20 SECONDS EAST, 11.16 FEET TO A POINT OF BEGINNING; THENCE CONTINUING SOUTH 47 DEGREES 56 MINUTES 20 SECONDS EAST, 77.28 FEET; THENCE SOUTH 42 DEGREES 03 MINUTES 40 SECONDS WEST, 21.04 FEET; THENCE NORTH 83 DEGREES 32 MINUTES 34 SECONDS WEST, 63.69 FEET; THENCE NORTH 47 DEGREES 56 MINUTES 20 SECONDS WEST, 25.49 FEET; THENCE NORTH 42 DEGREES 03 MINUTES 40 SECONDS EAST, 58.12 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS. (AREA OF EXCEPTED TRACT: 3,531 SQUARE FEET OR 0.0081 ACRES.)

aka: Annex of Arlington Shopping Center
Arlington Heights, Ill. ~~Ill.~~

Ac # 03-17-302-018 - 0000
03-17-302-019 - 0000
03-17-302-020 - 0000
03-17-302-042 - 0000
03-17-302-054 - 0000
03-17-302-055 - 0000

COOK COUNTY Clerk's Office

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CONSENT OF LENDER TO EASEMENT AGREEMENT

The undersigned, General Electric Capital Corporation, a New York corporation, ("Lender"), the secured party under: (a) that certain Mortgage dated September 14, 1994 and recorded September 20, 1994 among the Deed Records of Cook County, Illinois at Document No. 94821006 made by American National Bank and Trust Company of Chicago as Trustee under Trust Agreement dated July 20, 1994 and known as Trust No. 118561-01 to Lender; (b) that certain Mortgage, Security Agreement and Fixture Filing, dated August 11, 1998 and recorded August 21, 1998 among the Deed Records of Cook County, Illinois at Document No. 98742831 made by Arlington, LLC to Lender; and (c) that certain Mortgage, Security Agreement and Fixture Filing, dated September 4, 1998 and recorded September 21, 1998, 1998 among the Deed Records of Cook County, Illinois at Document No. 98840058, made by Arlington, LLC to Lender (collectively "Mortgages"), as more particularly set forth in said Mortgages, hereby executes this Consent of Lender to evidence its consent to the terms and provisions of the foregoing and annexed Reciprocal Declaration of Grant of Parking Easements (the "Declaration"). Lender hereby agrees that the lien, operation and effect of the Mortgages shall at all times be and remain subject and subordinate to the terms and provisions contained in the Declaration, and that a foreclosure, grant in lieu of foreclosure, or exercise of a power of sale under the Mortgages shall not terminate, extinguish or affect in any way the Declaration, or the matters set forth therein.

GENERAL ELECTRIC CAPITAL CORPORATION
a New York corporation


By: _____



Name: MARC SWERDLOW

Title: Senior Operations Manager

ATTEST:



Name: John Bonno

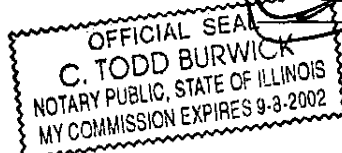
Title: ASST. VICE PRESIDENT

STATE OF IL

COUNTY OF COOK

Personally appeared before me, a Notary Public in and for the above County and State, Marc Swerdlow and John Bonno known personally by me and acknowledged by me to be on the date of execution the Sr. Oper. Mgr. and Asst. V.P. of General Electric Capital Corporation, and he/she executed the foregoing for and on behalf of said Company.

Witnessed by hand and this notarial seal, this 30 day of MARCH, 1999.



Notary Public