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Cook County Recorder 27.00



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*Cosmopolitan Bank and Trust
Successor Trustee to
First Bank of Oak Park

(This space reserved for Recorder's use only)

ADDITIONAL MEMORANDUM OF AGREEMENT AND OPTION

THIS ADDITIONAL MEMORANDUM OF AGREEMENT AND OPTION (this "Memorandum") is made and entered into as of April 1, 1999, by *FIRST BANK OF OAK PARK, not personally but as Trustee under Trust Agreement dated June 19, 1973 and known as Trust No. 10095 ("Owner") in favor of M&J WILKOW PROPERTIES, INC., an Illinois corporation ("M&J").

RECITALS:

A. Owner is the owner of the property commonly known as 1930 North Arlington Heights Road, Arlington Heights, Illinois and legally described on Exhibit A attached hereto (the "Property").

B. Barney II Foundation ("Beneficiary"), the sole beneficiary of Owner, and M&J have heretofore entered into that certain Agreement dated as of March 10, 1998 (as amended, the "Agreement"), pursuant to which Beneficiary, on behalf of itself and Owner, has granted to M&J an easement and an option to purchase the Property, on the terms and conditions set forth therein.

C. A Memorandum of Agreement and Option dated March 10, 1998 (the "Original Memorandum") by and between Beneficiary and Owner has heretofore been recorded against the Property on April 22, 1998 as Document No. 98324359.

THIS DOCUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

Douglas M. Ellis, Esq.
Neal, Gerber & Eisenberg
Two North LaSalle Street
Suite 2100
Chicago, Illinois 60602

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D. Owner desires to enter into this Memorandum to place of record its agreement to be bound by the terms of the Agreement and the Original Memorandum with respect to the Property.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, the sum of Ten and No/100 Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner does hereby agree as follows:

1. Joinder. Owner hereby joins in the execution of the Agreement and the Original Memorandum as the fee owner of the Property and agrees to be bound thereunder to the same extent as Beneficiary is bound thereunder.

2. Conflict. In the event of any conflict between the terms and provisions of the Agreement and the terms and provisions of this Memorandum, the terms and provisions of the Agreement shall govern and control.

3. Governing Law. This Memorandum is made pursuant to, and shall be governed by and construed in accordance with, the laws of the State of Illinois without reference to the conflicts of laws provisions thereof.

4. Headings. Section headings used herein are for convenience and ease of reference only and are not intended to have any legal effect. Accordingly, no reference shall be made to any such section headings for the purpose of interpreting, construing or enforcing any of the provisions of this Memorandum.

5. Binding Effect. This Memorandum shall run with the Property and shall be binding upon, and shall inure to the benefit of, the parties hereto, and their respective successors, assigns, heirs and legal representatives.

6. Trustee's 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* First Bank of Oak Park, individually or personally, but only as trustee under the provisions of a Trust Agreement dated June 19, 1973 and known as Trust No. 10095, on account of this Agreement or on account of any representation, warranty, covenant, undertaking or agreement of Owner in this Memorandum contained, either express or implied, all such personal liability, if any, being expressed waived and released.

IN WITNESS WHEREOF, Owner executed this Memorandum as of the day and year first above written.

OWNER:

* FIRST BANK OF OAK PARK, as Trustee under Trust Agreement dated June 19, 1973 and known as Trust No. 10095 and not personally

Attest: Todd W. Cordell
Its: Trust Officer

By: [Signature]
Its: Vice President & Trust Officer

Property of Cook County Clerk's Office

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
)
COUNTY OF COOK)

Personally appeared before me, a Notary Public in and for the above County and State, Gerald A. Wiel & Todd W. Cordell known personally by me and acknowledged by me to be on the date of execution the VP / Trust Officer & Trust Officer of *FIRST BANK OF OAK PARK, as Trustee under Trust Agreement dated June 19, 1973 and known as Trust No. 10095, and he/she executed the foregoing for and on behalf of said Trustee.

Witnessed by hand and this notarial seal, this 1st day of April, 1999.

[Signature]
Notary Public

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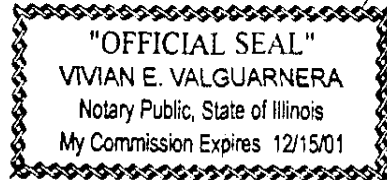


EXHIBIT A

Legal Description

The North 88.0 feet of the south 738.33 feet of the East 155.0 feet (except that part thereof taken for widening of Arlington Heights Road) of the West half of the Southwest quarter of Section 17, Township 42 North, Range 11 East of the Third Principal Meridian lying South of the Center of Rand Road, in Cook County, Illinois.

Ch. 4: 1930 Arlington Heights Road, Arlington Heights Illinois

Pin # 03-17-302-055-0000

Property of Cook County Clerk's Office