

OWNER'S TITLE INSURANCE POLICY—TRUSTEE'S FORM

AMERICAN LAND TITLE ASSOCIATION

OWNER'S POLICY FORM B-1970 COVERAGE

(Rev. 10-17-70 and 10-17-84)

61773-10

CHICAGO TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS CONTAINED IN SCHEDULE B AND THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and costs, attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested otherwise than as stated therein;
2. Any defect in or lien or encumbrance on such title;
3. Lack of a right of access to and from the land; or
4. Unmarketability of such title.

*In Witness Whereof*, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of the date of policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

Issued by:  
LAKE COUNTY OFFICE  
15 South County Street  
Waukegan, Illinois 60085  
(312) 662-8000

CHICAGO TITLE INSURANCE COMPANY

By:

*Robert L. Polla*  
President.

ATTEST:

*Thomas J. Adams*  
Secretary.



IMPORTANT

This policy necessarily relates solely to the title as of the date of the policy. In order that a purchaser of the real estate described herein may be insured against defects, liens or encumbrances, this policy should be reissued in the name of such purchaser.

## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy:

1. (a) Governmental police power.  
(b) Any law, ordinance or governmental regulation relating to environmental protection.  
(c) Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part.  
(d) The effect of any violation of the matters excluded under (a), (b) or (c) above, unless notice of a defect, lien or encumbrance resulting from a violation has been recorded at Date of Policy in those records in which under state statutes deeds, mortgages, lis pendens, liens or other title encumbrances must be recorded in order to impart constructive notice to purchasers of the land for value and without knowledge; provided, however, that without limitation, such records shall not be construed to include records in any of the offices of federal, state or local environmental protection, zoning, building, health or public safety authorities.
2. Rights of eminent domain unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; or (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. The refusal of any person to purchase, lease or lend money on the estate or interest covered hereby in the land described in Schedule A.

## CONDITIONS AND STIPULATIONS

### 1. Definition of Terms

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company may have had against the named insured, those who succeed to the interest of such insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage hereunder.

(c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured or the beneficiaries of the trust under which the insured holds title by reason of any public records.

(d) "land": the land described, specifically or by reference in Schedule A, and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": those records which by law impart constructive notice of matters relating to said land.

### 2. Continuation of Insurance after Conveyance of Title

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured so long as such insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest; provided, however, this policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured.

### 3. Defense and Prosecution of Actions—Notice of Claim to be given by an Insured Claimant

(a) The company at its own cost and without undue delay, shall provide for the defense of an insured in all litigation consisting of actions or proceedings commenced against such insured, or a defense interposed against an insured in an action to enforce a contract for a sale of the estate or interest in said land, to the extent that such litigation is founded upon an alleged defect, lien, encumbrance, or other matter insured against by this policy.

(b) The insured or any beneficiary of the trust under which the insured holds title shall notify the Company promptly in writing (i) in case any action or proceeding is begun or defense is interposed as set forth in (a) above, (ii) in case knowledge shall come to an insured hereunder or any such beneficiary of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If such prompt notice shall not be given to the Company, then as to such insured all liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless the Company shall be prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as insured, and the Company may take any appropriate action under the terms of this policy, whether or not it shall be liable thereunder, and shall not thereby concede liability or waive any provision of this policy.

(d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any such litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(e) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured hereunder and the beneficiaries shall secure to the Company the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured and the beneficiaries for such purpose. Whenever requested by the Company, such insured and the beneficiaries shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse such insured and the beneficiaries for any expense so incurred.

### 4. Notice of Loss—Limitation of Action

In addition to the notices required under paragraph 3(b) of these Conditions and Stipulations, a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within 90 days after such loss or damage shall have been determined and no right of action shall accrue to an insured claimant until 30 days after such statement shall have been furnished. Failure to furnish such statement of loss or damage shall terminate any liability of the Company under this policy as to such loss or damage.

### 5. Options to Pay or Otherwise Settle Claims

The Company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against or to terminate all liability and obligations of the Company hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment, by the insured claimant and authorized by the Company.

### 6. Determination and Payment of Loss

(a) The liability of the Company under this policy shall in no case exceed the least of:

- (i) the actual loss of the insured claimant; or
- (ii) the amount of insurance stated in Schedule A.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by the Company for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of the Company.

(c) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

### 7. Limitation of Liability

No claim shall arise or be maintainable under this policy (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, as insured, within a reasonable time after receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily assumed by an insured or by the beneficiaries of the trust under which the insured holds title in settling any claim or suit without prior written consent of the Company.

## CONDITIONS AND STIPULATIONS (Continued)

### 8. Reduction of Liability

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

### 9. Liability Noncumulative

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring either (a) a mortgage shown or referred to in Schedule B hereof which is a lien on the estate or interest covered by this policy, or (b) a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy. The Company shall have the option to apply to the payment of any such mortgages any amount that otherwise would be payable hereunder to the insured owner of the estate or interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner.

### 10. Apportionment

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of said parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each such parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement herein or by an endorsement attached hereto.

### 11. Subrogation Upon Payment or Settlement

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant or any beneficiary of the trust under

which the insured holds title. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant and such beneficiaries would have had against any person or property in respect to such claim had this policy not been issued, and if requested by the Company, such insured claimant and such beneficiaries shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation and shall permit the Company to use the name of such insured claimant and such beneficiaries in any transaction or litigation involving such rights or remedies. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If loss should result from any act of such insured claimant or any such beneficiaries, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

### 12. Liability Limited to This Policy

This instrument together with all endorsements and other instruments, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company.

Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this policy.

No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

### 13. Notices, Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to its principal office at 111 West Washington Street, Chicago, Illinois 60602, or at any branch office of the Company.

CHICAGO  
TITLE INSURANCE  
COMPANY  
111 WEST WASHINGTON STREET  
CHICAGO, ILLINOIS 60602



INSURANCE  
OF  
TITLE

Trustee's Form  
American Land Title Association  
Owner's Policy Form B-1970  
Owner's Policy Form B-1970 Coverage  
(Rev. 10-17-70 and 10-17-84)  
POLICY

CHICAGO TITLE INSURANCE COMPANY

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FI23-606

3 UNIT C 075757 880719 B \* 1823  
ALTA 1970 OWNERS FORM

6 04-92-797

CUSTOMER INFO: GALTER-METTAWA

SCHEDULE A

NUMBER	DATE OF POLICY	AMOUNT OF INSURANCE
04-92-797	JUNE 24, 1988	

1. NAME OF INSURED:

LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 113128 DATED MAY 2, 1988

2. A FEE SIMPLE ESTATE IN THE LAND COVERED BY THIS POLICY IS VESTED IN THE INSURED.

3. THE LAND HEREIN DESCRIBED IS ENCUMBERED BY THE FOLLOWING MORTGAGE OR TRUST DEED, AND ASSIGNMENTS:

AND THE MORTGAGES OR TRUST DEEDS, IF ANY, SHOWN IN SCHEDULE B HEREOF.

4. THE LAND COVERED BY THIS POLICY IS DESCRIBED AS FOLLOWS:

THOSE PARTS OF SECTIONS 1, 2, 11 AND 12, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LAKE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

PARCEL A: THE NORTH 1147.94 FEET OF GOVERNMENT LOT 2 OF THE NORTH WEST 1/4 OF SAID SECTION 2 LYING WEST OF THE WEST LINE OF THE EAST 1485.00 FEET OF SAID GOVERNMENT LOT 2 EXCEPT THAT PART THEREOF FALLING IN ILLINOIS ROUTE 60 AS DEPICTED ON PLAT OF SURVEY BEING DOCUMENT NO. 2412463 ON JANUARY 10, 1986 AND FALLING IN ST. MARY'S ROAD (STATE AID ROUTE 41) AS DEPICTED ON PLAT OF SURVEY BEING DOCUMENT NO. 1063308 ON MARCH 15, 1960.

PARCEL C: THE WEST 990.00 FEET OF THE EAST 1485.00 FEET OF THE WEST 1/2 OF SAID SECTION 2 EXCEPT THAT PART LYING SOUTH OF THE NORTH 168.00 FEET OF THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 2 EXCEPT THAT PART OF SAID WEST 1/2 OF SECTION 2 DESCRIBED AS FOLLOWS: BEGINNING AT

## CHICAGO TITLE INSURANCE COMPANY

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## SCHEDULE A CONTINUED

A POINT ON THE WEST LINE OF THE EAST 495.00 FEET OF SAID WEST 1/2 OF SECTION 2, 1151.98 FEET NORTH OF THE SOUTH LINE OF SAID NORTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 2; THENCE NORTH ALONG SAID WEST LINE OF THE EAST 495.00 FEET OF THE WEST 1/2 OF SECTION 2, 880.00 FEET; THENCE WEST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID NORTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 2, 495.00 FEET, MORE OR LESS, TO THE WEST LINE OF THE EAST 990.00 FEET OF SAID WEST 1/2 OF SECTION 2; THENCE SOUTH ALONG THE WEST LINE OF THE EAST 990.00 FEET AFORESAID, 880.00 FEET AND THENCE EAST ALONG A LINE PARALLEL WITH SAID SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 2, 495.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND EXCEPT THAT PART THEREOF FALLING IN ILLINOIS ROUTE 60 AS DEPICTED ON PLAT OF SURVEY BEING DOCUMENT NO. 2412463 RECORDED ON JANUARY 10, 1986.

PARCEL D: THOSE PARTS OF SAID SECTIONS 1 AND 2 LYING SOUTHERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 60 AND WESTERLY OF THE WESTERLY RIGHT OF WAY LINE OF RIVERWOODS ROAD AS SHOWN ON SHEET 5 OF DOCUMENT NO. 2412463 RECORDED ON JANUARY 10, 1986, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH WEST CORNER OF GOVERNMENT LOT 2 OF THE NORTH WEST 1/4 OF SAID SECTION 1; THENCE SOUTH ALONG THE WEST LINE OF SAID GOVERNMENT LOT 2 OF THE NORTH WEST 1/4 OF SECTION 1, 699.30 FEET (DEED) 702.16 FEET (MEASURE), MORE OR LESS, TO A POINT ON THE WESTERLY LINE OF RIVERWOODS ROAD (STATE AID ROUTE 58) ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 1031682 ON MAY 26, 1959; THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE OF RIVERWOODS ROAD ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1186.30 FEET (RECORD) 1183.616 FEET (MEASURE) 744.90 FEET (DEED) 743.10 FEET (MEASURE), MORE OR LESS, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID RIVERWOODS ROAD 55.68 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID GOVERNMENT LOT 2 OF THE NORTH WEST 1/4 OF SECTION 1; THENCE WEST ALONG SAID SOUTH LINE OF GOVERNMENT LOT 2 OF THE NORTH WEST 1/4 OF SECTION 1, 435.08 FEET (DEED) 434.19 FEET (MEASURE), MORE OR LESS, TO THE SOUTH WEST CORNER THEREOF BEING ALSO A POINT ON THE EAST LINE OF THE NORTH EAST 1/4 OF SAID SECTION 2; THENCE SOUTH ALONG SAID EAST LINE OF THE NORTH EAST 1/4 OF SECTION 2 TO THE SOUTH EAST CORNER THEREOF; THENCE WEST ALONG THE SOUTH LINE OF SAID NORTH EAST 1/4 OF SECTION 2 TO THE NORTH EAST CORNER OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 2; THENCE SOUTH ALONG THE EAST LINE OF SAID NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 2 TO THE POINT OF INTERSECTION WITH A LINE 95.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 2; THENCE WEST ALONG SAID LINE 95.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 2 TO THE POINT OF INTERSECTION WITH A LINE 135.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 2;

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## SCHEDULE A CONTINUED

THENCE NORTH ALONG SAID LINE 135.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 2 TO THE NORTH LINE OF SAID NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 2; THENCE NORTH ALONG A LINE 135.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTH EAST 1/4 OF SAID SECTION 2, 655.00 FEET; THENCE WEST ALONG A STRAIGHT LINE TO A POINT ON SAID WEST LINE OF THE NORTH EAST 1/4 OF SECTION 2, 655.00 FEET NORTH OF THE SOUTH WEST CORNER THEREOF; THENCE NORTH ALONG SAID WEST LINE OF THE NORTH EAST 1/4 OF SECTION 2 TO A POINT 16.50 FEET SOUTH OF THE NORTH WEST CORNER OF GOVERNMENT LOT 1 OF SAID NORTH EAST 1/4 OF SECTION 2; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE 36.85 FEET (DEED) 36.66 FEET (MEASURE), MORE OR LESS, TO A POINT ON THE NORTH LINE OF SAID GOVERNMENT LOT 1 OF THE NORTH EAST 1/4 OF SECTION 2 SAID POINT BEING 33.00 FEET EAST OF SAID NORTH WEST CORNER THEREOF; THENCE NORTH ALONG A LINE 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF GOVERNMENT LOT 2 OF SAID NORTH EAST 1/4 OF SECTION 2 TO THE NORTH LINE THEREOF; AND THENCE EAST ALONG SAID NORTH LINE OF GOVERNMENT LOT 2 OF THE NORTH EAST 1/4 OF SECTION 2 TO THE CORNER OF BEGINNING.

PARCEL E: THOSE PARTS OF THE SOUTH WEST 1/4 OF SAID SECTION 2 AND OF THE NORTH WEST 1/4 OF SAID SECTION 11, DESCRIBED AS FOLLOWS: THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 2 LYING EAST OF THE EAST LINE OF THE WEST 1440.00 FEET OF SAID SOUTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 2 EXCEPT THE NORTH 168.00 FEET THEREOF AND THAT PART OF THE NORTH 957.00 FEET OF SAID NORTH WEST 1/4 OF SECTION 11 LYING EAST OF THE EAST LINE OF THE WEST 1440.00 FEET OF SAID NORTH WEST 1/4 OF SECTION 11.

PARCEL F: THE NORTH 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION 11 EXCEPT THOSE PARTS THEREOF AS DEPICTED ON PLAT OF SURVEY OF EVERETT ROAD (STATE AID ROUTE 52) BEING DOCUMENT NO. 1063307 RECORDED ON MARCH 15, 1960, AND RIVERWOODS ROAD (STATE AID ROUTE 58) BY DOCUMENT NO. 982732 RECORDED ON MARCH 4, 1958 ALSO THAT PART OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF SAID SECTION 12 LYING WESTERLY OF THE WESTERLY RIGHT OF WAY LINE OF SAID RIVERWOODS ROAD; AND THOSE PARTS OF THE SOUTH EAST 1/4 OF SAID SECTION 2, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH WEST CORNER OF SAID SOUTH EAST 1/4 OF SECTION 2; THENCE EASTERLY TO A POINT ON THE EAST LINE OF THE SOUTH WEST 1/4 OF SAID SOUTH EAST 1/4 OF SECTION 2, 24.75 FEET NORTH OF THE SOUTH EAST CORNER THEREOF; THENCE EAST ALONG A LINE 24.75 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTH EAST 1/4 OF SAID SOUTH EAST 1/4 OF SECTION 2 TO THE EAST LINE THEREOF; THENCE SOUTH ALONG SAID EAST LINE OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 2, 24.75 FEET, MORE OR LESS, TO THE SOUTH EAST CORNER THEREOF; AND THENCE WEST ALONG THE SOUTH LINE OF SAID SOUTH EAST 1/4 OF SECTION 2 TO THE CORNER OF BEGINNING.

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SCHEDULE A CONTINUED

PARCEL G: THAT PART OF THE NORTH 1/2 OF THE NORTH WEST 1/4 OF SAID SECTION 12 LYING WESTERLY OF THE WESTERLY RIGHT OF WAY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY BY PROCEEDINGS HAD IN CASE NO. 64991 FILED ON JULY 2, 1957 AND LYING EASTERLY OF THE EASTERLY RIGHT OF WAY LINE OF RIVERWOODS ROAD (STATE AID ROUTE 58) BY DOCUMENT NO. 982732 RECORDED ON MARCH 4, 1958 AND LYING NORTHERLY OF THE NORTHERLY RIGHT OF WAY LINE OF EVERETT ROAD (STATE AID ROUTE 52) BY DOCUMENT NO. 1063306 RECORDED ON MARCH 15, 1960.

PARCEL H: THE WEST 1440.00 FEET OF THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 2 AND THE NORTH 957.00 FEET OF THE WEST 1440.00 FEET OF THE NORTH WEST 1/4 OF SAID SECTION 11 EXCEPT THE NORTH 168.00 FEET OF THE EAST 600.00 FEET OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SAID SECTION 2 AND EXCEPT THAT PART FALLING IN THE NORTH 168.00 FEET OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SAID SECTION 2; AND EXCEPT THE NORTH 186.00 FEET LYING WEST OF SAID EAST 600.00 FEET OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 2; AND EXCEPT THE SOUTH 543.00 FEET OF THE WEST 726.00 FEET OF SAID SOUTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 2 AND EXCEPT THE NORTH 57.00 FEET OF THE WEST 726.00 FEET OF SAID NORTH WEST 1/4 OF SECTION 11.

SCHEDULE B

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE BY REASON OF THE FOLLOWING EXCEPTIONS:

SPECIAL EXCEPTIONS: THE MORTGAGE, IF ANY, REFERRED TO IN ITEM 3 OF SCHEDULE A.



CHICAGO TITLE INSURANCE COMPANY

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075757 SCHEDULE B  
ALTA 1970 OWNERS FORM

1823B 3B

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SCHEDULE B CONTINUED

1. THE DEED FROM CHARLES H. MORSE AND CHARLOTTE I. MORSE, HIS WIFE, TO CHARLES H. MORSE, JR., DATED JULY 20, 1938 AND RECORDED AUGUST 17, 1938 AS DOCUMENT 452740 AND THE DEED FROM CHARLES H. MORSE, JR. AND VERTA C. MORSE, HIS WIFE, TO CENTRAL NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 8863, DATED FEBRUARY 24, 1967 AND RECORDED MARCH 15, 1967 AS DOCUMENT 1331347 CONVEYS THE WEST 495 FEET OF THE EAST 990 FEET OF LOTS 1 AND 2 OF THE NORTH WEST 1/4 OF SECTION 2 AND THE WEST 495 FEET OF THE EAST 990 FEET OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 2 TOGETHER WITH RIGHT OF INGRESS AND EGRESS OVER OTHER PROPERTY FOR THE USE AND BENEFIT OF SAID PARCELS TO MELODY ROAD (FORMERLY KNOWN AS DEERPATH AVENUE) BY THE PRESENT RIGHT OF WAY RUNNING FROM THE LAND HEREIN TO MELODY ROAD.

NOTE: NOTHING IN THIS COMMITMENT IS TO BE CONSTRUED AS INSURING SAID EASEMENT

(AFFECTS WESTERLY PORTION OF PARCEL D IN SAME PLACE AS DOCUMENT 1769122 CORRECTED BY DOCUMENT 1838106)

2. EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF OTHER PROPERTY AS ESTABLISHED BY THE EASEMENT AGREEMENT BY AND BETWEEN ELIZABETH MORSE COVINGTON, WILLIAM S. COVINGTON, MARTHA MORSE BECK VON PECCOZ AND STEPHEN GEORGE WOLFGANG BECK VON PECCOZ, CHARLES MORSE BECK VON PECCOZ AND THE HARRIS TRUST AND SAVINGS BANK, AS TRUSTEES UNDER THE LAST WILL AND TESTAMENT OF MARTHA MORSE REQUA, DECEASED, DATED MAY 10, 1976 AND RECORDED DECEMBER 8, 1976 AS DOCUMENT 1769122 AND CORRECTED BY INSTRUMENT RECORDED AS DOCUMENT 1838106  
(AFFECTS WESTERLY PORTION OF PARCEL D)
3. RIGHTS OF THE PUBLIC AND OF THE STATE OF ILLINOIS, IN AND TO SO MUCH OF THE LAND HEREIN AS DEDICATED FOR ROAD PURPOSES BY INSTRUMENT DATED JANUARY 28, 1960 AND RECORDED MARCH 15, 1960 AS DOCUMENT 1063282 AND SHOWN ON PLATS OF SURVEY RECORDED MARCH 15, 1960 AS DOCUMENTS 1063309 AND 1063310.  
(AFFECTS THE EAST 7 FEET OF THE WEST 40 FEET OF PARCEL H)
4. RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND TAKEN OR USED FOR ST. MARY'S

CHICAGO TITLE INSURANCE COMPANY

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FI23-606 ALTA 1970 OWNERS FORM

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SCHEDULE B CONTINUED

ROAD  
(AFFECTS PARCEL H)

5. RIGHT OF WAY FOR DRAINAGE TILES, DITCHES, FEEDERS AND LATERALS.
6. TERMS, POWERS, PROVISIONS AND LIMITATIONS OF THE TRUST UNDER WHICH TITLE TO SAID LAND IS HELD.
7. RIGHTS OF THE OWNER OR OWNERS AND OCCUPANT OR OCCUPANTS OF ADJOINING LANDS, THEIR GRANTEEES, HEIRS, SUCCESSORS AND ASSIGNS TO A NON-EXCLUSIVE PERPETUAL EASEMENT FOR ROADWAY PURPOSES FOR INGRESS AND EGRESS AND CONSTRUCTION AND MAINTENANCE THEREOF, AS GRANTED BY AGREEMENT DATED SEPTEMBER 14, 1977 AND RECORDED OCTOBER 7, 1977 AS DOCUMENT 1871832 AND RE-RECORDED DECEMBER 15, 1977 AS DOCUMENT 1886874 AND REAFFIRMED AND EXPANDING THE WIDTH OF THE ORIGINAL GRANT OF EASEMENT, AS DISCLOSED BY INSTRUMENT DATED AUGUST 15, 1978 AND RECORDED OCTOBER 2, 1978 AS DOCUMENT 1950500  
(AFFECTS PARCEL F)
8. TAXES FOR THE YEAR 1988.

INFORMATION ONLY: GENERAL TAXES FOR FULL YEAR 1987: \$840.70 AS TO PERMANENT TAX NUMBER 15-01-100-015  
\$350.58 AS TO PERMANENT TAX NUMBER 15-02-100-016-0021  
\$\$3,003.42 AS TO PERMANENT TAX NUMBER 15-02-100-018-0010;  
\$2,470.72 AS TO PERMANENT TAX NUMBER 15-02-100-018-0011  
\$363.60 AS TO 15-02-200-014-0021  
\$181.22 AS TO PERMANENT TAX NUMBER 15-02-300-019-0021  
\$1,668.30 AS TO PERMANENT TAX NUMBER 15-02-300-017-0010; \$31.12 AS TO PERMANENT TAX NUMBER 15-02-300-017-0011  
\$12.78 AS TO PERMANENT TAX NUMBER 15-02-400-011  
\$364.96 AS TO PERMANENT TAX NUMBER 15-11-100-002-0021  
\$1,331.80 AS TO PERMANENT TAX NUMBER 15-11-100-021-0010; \$271.40 AS TO PERMANENT TAX NUMBER 15-11-100-021-0011  
\$28.02 AS TO PERMANENT TAX NUMBER 15-12-100-001  
\$95.56 AS TO PERMANENT TAX NUMBER 15-12-100-002-0021  
\$384.84 AS TO PERMANENT TAX NUMBER 15-12-100-003

NOTE: THE 1988 TAXES ARE NOT YET DUE, PAYABLE NOR DELINQUENT

CHICAGO TITLE INSURANCE COMPANY

04-92-797 880719  
FI23-606

075757 SCHEDULE B  
ALTA 1970 OWNERS FORM

1823B 3B

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SCHEDULE B CONTINUED

9. UNRECORDED ELECTRIC SERVICE STATION AGREEMENT NUMBER NS-263 DATED FEBRUARY 22, 1973 BETWEEN COMMONWEALTH EDISON COMPANY AND JACK GALTER RELATING TO UNDERGROUND FACILITIES TO SERVICE EXISTING BUILDINGS ON PARCEL A AS DISCLOSED BY LETTER IN OUR FILE  
(AFFECTS PARCEL A)
  10. ENCROACHMENT OF A FENCE LOCATED ON PARCEL A OVER AND ONTO ST. MARYS ROAD AND ONTO THE LAND SOUTH AND ADJOINING, AS DISCLOSED BY THE SURVEY MADE BY LAKE COUNTY LAND SURVEY COMPANY, DATED JUNE 14, 1988, ORDER NO. 13594  
(AFFECTS PARCEL A)
  11. RIGHTS OF ADJOINING OWNERS TO THE USE OF THE DIRT AND GRAVEL DRIVEWAY AND DIRT PATHWAY LOCATED ON PARCELS A AND C, AS SHOWN ON SHEETS 3 AND 4 OF THE SURVEY MADE BY LAKE COUNTY LAND SURVEY COMPANY DATED JUNE 14, 1988, ORDER NO. 13594.  
(AFFECTS PARCELS A AND C)
- NOTE: NOTHING SHOULD BE CONSTRUED AS INSURING THE USE OF THIS PATHWAY OVER LAND NOT IN OUR CAPTION.
12. ENCROACHMENT OF A FENCE OVER THE WEST LINE OF PARCEL F ONTO THE LAND WEST AND ADJOINING, AS DISCLOSED BY THE SURVEY MADE BY LAKE COUNTY LAND SURVEY COMPANY, DATED JUNE 14, 1988, ORDER NO. 13594  
(AFFECTS PARCEL F)
  13. ENCROACHMENT OF A FENCE OVER AND ONTO THE LAND EAST AND ADJOINING (NORTHERN ILLINOIS TOLL HIGHWAY) AND WEST AND ADJOINING (RIVERWOODS ROAD - STATE AID ROUTE 58), AS DISCLOSED BY THE SURVEY MADE BY LAKE COUNTY LAND SURVEY COMPANY, DATED JUNE 14, 1988, ORDER NO. 13594  
(AFFECTS PARCEL G)
  14. RIGHTS OF VARIOUS UTILITY COMPANIES TO THEIR FACILITIES LOCATED IN THE SOUTHEAST CORNER OF PARCEL F AS SHOWN ON THE SURVEY BY LAKE COUNTY LAND SURVEY COMPANY DATED JUNE 14, 1988, ORDER NO.

CHICAGO TITLE INSURANCE COMPANY

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FI23-606

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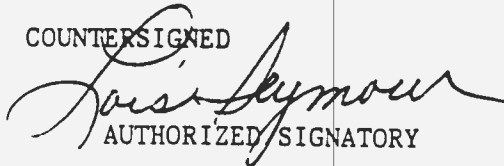
SCHEDULE B CONTINUED

13594.

15. RIGHTS OF TENANTS IN POSSESSION UNDER RESIDENTIAL TENANCIES AND RIGHTS OF HORSE BOARDERS AS FOLLOWS:  
PARCEL A: GREG AND VERONICA MACHALINSKI  
PARCEL A: WALTER RATNER  
PARCEL A: NORINO EVOLA  
PARCEL E: MR. MEYERS  
PARCEL F: DONNIS AND FELICIA BAKER.

RIGHTS OF APPROXIMATELY 50 HORSE BOARDERS IN POSSESSION UNDER WRITTEN AGREEMENTS TERMINABLE BY EITHER PARTY THERETO ON 30 DAYS PRIOR WRITTEN NOTICE.

COUNTERSIGNED



A handwritten signature in cursive script, appearing to read "Lois Seymour", is written over the printed text "COUNTERSIGNED" and "AUTHORIZED SIGNATORY".

AUTHORIZED SIGNATORY

## CHICAGO TITLE INSURANCE COMPANY

## ENDORSEMENT

ATTACHED TO AND FORMING A PART OF  
TITLE LOAN POLICY NO. 0492797

## LOCATION ENDORSEMENT 6

THE COMPANY HEREBY INSURES THE INSURED AGAINST LOSS OR DAMAGE WHICH THE INSURED SHALL SUSTAIN BY REASON OF ANY INACCURACY IN THE FOLLOWING ASSURANCE:

THE NORTHERN BOUNDARIES OF PARCELS A, C AND D ARE CONTIGUOUS WITH THE PUBLIC RIGHT-OF-WAY OF HIGHWAY 60, THE WESTERMOST BOUNDARIES OF PARCELS A AND H ARE CONTIGUOUS WITH THE PUBLIC, DEDICATED RIGHT-OF-WAY OF ST. MARY'S ROAD, THE SOUTHERN BOUNDARIES OF PARCELS F AND G ARE CONTIGUOUS WITH THE PUBLIC, DEDICATED RIGHT-OF-WAY OF EVERETT ROAD (COUNTY HIGHWAY 52), THE EASTERN BOUNDARY OF PARCEL F, THE WESTERLY BOUNDARY OF PARCEL G AND THE NORTHERLY PORTION OF THE EASTERN BOUNDARY OF PARCEL D ARE CONTIGUOUS WITH THE PUBLIC, DEDICATED RIGHT-OF-WAY OF RIVERWOODS ROAD (COUNTY HIGHWAY 58) AND FINALLY THAT THE EASTERN BOUNDARY OF PARCEL G IS CONTIGUOUS ALONG ITS ENTIRE LENGTH WITH THE WESTERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY.

THIS ENDORSEMENT IS MADE A PART OF THE POLICY OR COMMITMENT AND IS SUBJECT TO ALL THE TERMS AND PROVISIONS THEREOF AND OF ANY PRIOR ENDORSEMENTS THERETO. EXCEPT TO THE EXTENT EXPRESSLY STATED, IT NEITHER MODIFIES ANY OF THE TERMS AND PROVISIONS OF THE POLICY OR COMMITMENT AND PRIOR ENDORSEMENTS, IF ANY, NOR DOES IT EXTEND THE EFFECTIVE DATE OF THE POLICY OR COMMITMENT AND PRIOR ENDORSEMENTS OR INCREASE THE FACE AMOUNT THEREOF.

CHICAGO TITLE INSURANCE COMPANY

*Louis Skymour*  
AUTHORIZED SIGNATORY.

## CHICAGO TITLE INSURANCE COMPANY

## ENDORSEMENT

ATTACHED TO AND FORMING A PART OF  
TITLE LOAN POLICY NO. 0492797

## LOCATION ENDORSEMENT 4

THE COMPANY HEREBY INSURES THE INSURED AGAINST LOSS OR DAMAGE WHICH THE INSURED SHALL SUSTAIN BY REASON OF ANY INACCURACY IN THE FOLLOWING ASSURANCE:

THAT THE EASTERN BOUNDARY OF PARCEL A IS CONTIGUOUS ALONG ITS ENTIRE LENGTH WITH THE WESTERN BOUNDARY OF PARCEL C; THE SOUTHERN BOUNDARY OF PARCEL C IS CONTIGUOUS ALONG ITS ENTIRE LENGTH WITH THE NORTHERN BOUNDARY OF PARCELS E AND H; THE EASTERN BOUNDARY OF PARCEL H IS CONTIGUOUS ALONG ITS ENTIRE LENGTH WITH THE WESTERN BOUNDARY OF PARCEL E ALONG ITS ENTIRE LENGTH; AND PARCEL F IS CONTIGUOUS ALONG ITS WESTERN BOUNDARY WITH THE EASTERN BOUNDARY OF PARCEL E FOR THE ENTIRE DISTANCE WHICH SAID PARCELS APPEAR TO ADJOIN.

THIS ENDORSEMENT IS MADE A PART OF THE POLICY OR COMMITMENT AND IS SUBJECT TO ALL THE TERMS AND PROVISIONS THEREOF AND OF ANY PRIOR ENDORSEMENTS THERETO. EXCEPT TO THE EXTENT EXPRESSLY STATED, IT NEITHER MODIFIES ANY OF THE TERMS AND PROVISIONS OF THE POLICY OR COMMITMENT AND PRIOR ENDORSEMENTS, IF ANY, NOR DOES IT EXTEND THE EFFECTIVE DATE OF THE POLICY OR COMMITMENT AND PRIOR ENDORSEMENTS OR INCREASE THE FACE AMOUNT THEREOF.

CHICAGO TITLE INSURANCE COMPANY

  
AUTHORIZED SIGNATORY.



Exonerated from any liability of errors and omissions Savings Bank of Chicago, Illinois, under the terms of the policy of the Chicago Title Insurance Company, Chicago, Illinois, dated 1/15/75.

ALTA LOAN AND EXTENDED COVERAGE OWNERS POLICY STATEMENT

Commitment No. 04-92-797

Loan No. \_\_\_\_\_

The undersigned hereby certifies with respect to the land described in the above commitment:

1. That, to the best knowledge and belief of the undersigned, no contracts for the furnishing of any labor or material to the land or the improvements thereon, and no security agreements or leases in respect to any goods or chattels that have or are to become attached to the land or any improvements thereon as fixtures, have been given or are outstanding that have not been fully performed and satisfied, that there are no unrecorded contracts to purchase the land; and that there are no unrecorded leases to which the land is subject, except as listed below, and that if any leases are listed below, they contain no options to purchase, rights of renewal, or other unusual provisions, except as noted below. (If no leases or contracts, state "none".)

SEE EXHIBIT A ATTACHED HERETO

2. That, in the event the undersigned is a mortgagor in a mortgage to be insured under a loan policy to be issued pursuant to the above commitment, the mortgage and the principal obligations it secures are good and valid and free from all defenses, that any person purchasing the mortgage and the obligations it secures, or otherwise acquiring any interest therein, may do so in reliance upon the truth of the matters herein recited, and that this certification is made for the purpose of better enabling the holder or holders, from time to time, of the above mortgage and obligations to sell, pledge or otherwise dispose of the same freely at any time, and to insure the purchasers or pledgees thereof against any defenses thereto by the mortgagor or the mortgagor's heirs, personal representative or assigns.

The undersigned makes the above statements for the purpose of inducing Chicago Title Insurance Company to issue its owners or loan policy pursuant to the above commitment.

Date \_\_\_\_\_

INDIVIDUALS

Seller or Owner

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

INDIVIDUALS

Purchaser

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

IN WITNESS WHEREOF, \_\_\_\_\_

\_\_\_\_\_  
has caused these  
presents to be signed by its \_\_\_\_\_  
President and attested by its \_\_\_\_\_  
Secretary under its corporate seal on the above date.

By \_\_\_\_\_  
President

ATTEST: \_\_\_\_\_  
Secretary

IN WITNESS WHEREOF, \_\_\_\_\_

\_\_\_\_\_  
has caused these  
presents to be signed by its \_\_\_\_\_  
President and attested by its \_\_\_\_\_  
Secretary under its corporate seal on the above date.

By \_\_\_\_\_  
President

ATTEST: \_\_\_\_\_  
Secretary

CORPORATIONS

CORPORATIONS

TRUSTEES

TRUSTEES

The above statements are made by Harris Trust and Savings Bank

not personally but as Trustee under the trust agreement known as Trust No. 32257, on the above date by virtue of the written authority and direction of the beneficiaries under the trust.

\_\_\_\_\_  
(Seal)

The above statements are made by LaSalle National Bank

not personally but as Trustee under the trust agreement known as Trust No. 113128, on the above date by virtue of the written authority and direction of the beneficiaries under the trust.

\_\_\_\_\_  
(Seal)

I/We certify that no survey was furnished to me/us and none is available.

Purchaser(s)

LENDER'S DISBURSEMENT STATEMENT

The undersigned hereby certifies that the proceeds of the loan secured by the mortgage to be insured under the loan policy to be issued pursuant to the above commitment were fully disbursed to or on the order of the mortgagor on \_\_\_\_\_; and, to the best knowledge and belief of the undersigned, the proceeds are not to be used to finance the making of future improvements or repairs on the land. You are hereby authorized to date down the above commitment to cover the date of said disbursement.

Dated \_\_\_\_\_

Signature \_\_\_\_\_

EXHIBIT A

1. Rights of tenants in possession under the following residential tenancies (without written leases):
  - (i) Parcel A - Greg and Veronica Machalinski with a monthly rental amount of \$400.00 and a security deposit of \$400.00;
  - (ii) Parcel A - Walter Ratner with a monthly rental amount of \$-0- and a security deposit of \$-0-;
  - (iii) Parcel A - Norino Evolve with a monthly rental amount of \$-0- and a security deposit of \$-0-;
  - (iv) Parcel E - Mr. Meyers, with a monthly rental amount of \$400.00 and a security deposit of \$400.00;
  - (v) Parcel F - Donnis and Felicia Baker with a monthly rental amount of \$500.00 and a security deposit of \$500.00; and
2. Rights of approximately 50 horse boarders in possession under written agreements terminable by either party thereto on 30 days prior written notice.