



COMMITMENT FOR TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

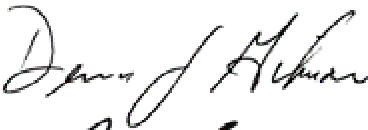
If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.
The Exceptions in Schedule B.
The Conditions, Requirements and Standard Exceptions
on the other side of this page.

The Commitment is not valid without Schedule A and Schedule B.

First American Title Insurance Company

BY  PRESIDENT

ATTEST  SECRETARY



CONDITIONS

1. **DEFINITIONS**
(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.
2. **LATER DEFECTS**
The Exceptions in Schedule B may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) shown below are met. We shall have no liability to you because of this amendment.
3. **EXISTING DEFECTS**
If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.
4. **LIMITATION OF OUR LIABILITY**
Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown below

or

eliminate with our written consent any Exceptions shown in Schedule B or the Standard Exceptions noted below.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.
5. **CLAIMS MUST BE BASED ON THIS COMMITMENT**
Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

REQUIREMENTS

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed.
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (e) Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.



**First American Title Insurance Company
National Commercial Services**

**5607 Glenridge Drive, Suite 275
Atlanta, GA 30342**

**ALTA Commitment
Schedule A**

Title Inquiries to:

Escrow Inquiries to: Closing Services (312) 917-7234

Revision Info:

Reference: Glen Ellyn South

File No.: NCS-401470-7IL-ATL

1. Effective Date: June 17, 2009

2. Policy or Policies to be issued: Amount:

a. ALTA Owner's Policy

IL: ALTA 2006 Owner's Policy \$0.00

Proposed Insured:

b. ALTA Loan Policy

IL: ALTA 2006 Loan Policy \$1,000.00

Proposed Insured:

To Be Furnished

3. The estate or interest in the title described or referred to in this commitment and covered herein is fee simple and title to the estate or interest in said land is at the effective date hereof vested in:

Talman Federal Savings and Loan Association of Chicago

4. The mortgage and assignments, if any, covered by this Commitment are described as follows :

To Be Furnished

5. The land referred to in this Commitment is described as follows:

That part of the Southeast Quarter of Section 26, Township 39 North, Range 10, East of the Third Principal Meridian, described by commencing at the point of intersection of the South right of way line of Federal Aid Route 131 (Butterfield Road) and the West line of Illinois Route 53; thence running South 86 degrees 14 minutes 50 seconds West along said South right of way line 200.00 feet for a Place of Beginning; thence South 04 degrees 04 minutes 00 seconds West parallel with the West line of Illinois Route 53, 226.11 feet; thence North 87 degrees 39 minutes 40 seconds West along the North edge of a blacktop drive 256.67 feet; thence North 02 degrees 20 minutes 20 seconds East along the edge of a blacktop parking lot 197.88 feet to said South right of way line; thence North 86 degrees 14 minutes 50 seconds East along said right of way line 265.04 feet to the Place of Beginning, in Du Page County, Illinois.

Note: For informational purposes only, the land is known as:

22W151 Butterfield Road
Glen Ellyn, IL

THIS COMMITMENT IS VALID ONLY IF SCHEDULE B IS ATTACHED.

**ALTA Commitment
Schedule B**

File No.: NCS-401470-7IL-ATL

Schedule B of the policy or policies to be issued will contain the exceptions shown on the inside front cover of this Commitment and the following exceptions, unless same are disposed of to the satisfaction of the Company:

If any document referenced herein contains a covenant, condition or restriction violative of 42USC 3604(c), such covenant, condition or restriction to the extent of such violation is hereby deleted.

EXCEPTIONS FROM COVERAGE

This commitment, and policy when issued, does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

Part One:

1. Right or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
4. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes, or special assessments, if any, not shown as existing liens by the public records.
6. Loss or damage by reason of there being recorded in the public records, any deeds, mortgages, lis pendens, liens or other title encumbrances subsequent to the Commitment date and prior to the effective date of the final Policy.

Part Two:

1. Gas Main Easement in favor of Northern Illinois Gas Company and the Covenants, Conditions and Restrictions contained in instrument recorded in Instrument No. R68-47263.
2. Terms and Conditions contained in Grant of Easement as disclosed by instrument recorded in Instrument No. R69-459.
3. Terms and Conditions contained in Easement Agreement as disclosed by instrument recorded in Instrument No. R75-12725.
4. Terms and Conditions contained in Easement Modification Agreement as disclosed by instrument recorded in Instrument No. R75-65330.
5. Easements and Restrictions as disclosed on the plat recorded in Instrument No. R75-10950.
6. Any rights, title interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
7. Rights of tenants, if any, under any unrecorded leases.
8. All Taxes paid to and including 2007
2008 1st Installment Due on June 1, 2009 PAID in the amount of \$10,604.21
2008 2nd Installment Due on September 1, 2009 a lien, not yet due and payable in the amount of \$10,604.21
Tax Item No. 05-26-404-010-0000

NOTE: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

End of Schedule B

jms

Commitment For Title Insurance

issued by



First American Title Insurance Company

9. PROVIDE EVIDENCE OF THE PURCHASE PRICE OR THE AMOUNT OF ANY MORTGAGE TO BE INSURED AND IDENTIFY ANY PROPOSED INSURED. ONCE A PROPOSED INSURED HAS BEEN IDENTIFIED, ADDITIONAL REQUIREMENTS AND EXCEPTIONS MAY BE MADE.

DU PAGE COUNTY

Oct 10 11 45 A 68

RECORDED NORTHERN ILLINOIS GAS COMPANY
Plum & Allen

GAS MAIN EASEMENT

W.O. 131162

JOB

PARCEL 1-53

R68 47263

The Grantor — American National Bank, Trust Company of Chicago
American National Bank and Trust Company of Chicago

of Chicago, Illinois, his (her, their) successors, assigns, heirs, administrators and executors, in consideration of the sum of One Dollar and other good and valuable considerations, in hand paid by the NORTHERN ILLINOIS GAS COMPANY, an Illinois corporation (the sufficiency thereof and receipt of which is hereby acknowledged) does hereby give and grant unto said NORTHERN ILLINOIS GAS COMPANY, its successors and assigns, a perpetual easement and right of way for the purpose of laying, maintaining, operating, renewing, replacing and removing gas mains and any necessary gas facilities appurtenant thereto, together with the right of access thereto for said purposes, in, upon, under, along and across the following described property situated in —
DuPage County, Illinois:

The East 10 feet of the West 20 feet of that part of Sections 26 and 35, Township 39 North, Range 10, East of the Third Principal Meridian, described as follows: Commencing at the Southeast corner of said Section 26 and running thence North along the East line of said Section, 478.5 feet to the center line of Old Butterfield Road; thence South 89 degrees 46 minutes West along said center line 340.2 feet to the center line of State Bond Issue Route 53 for a place of beginning; thence South 4 degrees 04 minutes West along said center line for a distance of 1560.6 feet to a point of curvature in said center line; thence Southerly along said center line being on a curve to the right having a radius of 1447.95 feet for a distance of 246.25 feet to the Northeastly line of Arthur T. McIntosh & Co.'s Valley View Unit 3 extended; thence North 51 degrees 44 minutes West along said extension and along said Northeastly line 1122.9 feet to a corner of said Unit 3; thence North 2 degrees 18 minutes East along the East line of said Unit 3, 675.0 feet to the South line of said Section 26; thence North 2 degrees 37 minutes East along the East line of said Unit 3, 359.5 feet to the center line of said Old Butterfield Road; thence North 85 degrees 52 minutes East along said center line 993.8 feet to the place of beginning, (except that portion lying North of the Southerly line of State right of way, F.A. Route 131, otherwise known as Butterfield Road and that portion lying Easterly of the Westerly line of State right of way, State Highway Route 53, and excepting the Easterly 200.0 feet, measured along the Southerly line of Butterfield Road, of the Northerly 200.0 feet, measured along the Westerly line of State Highway Route 53, lying Southerly and Westerly of and adjoining said highways) in Milton Township, DuPage County, Illinois.

This instrument is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as trustee, as stated. All the covenants and conditions to be performed hereunder by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO are undertaken by it solely as trustee, as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO by reason of any of the covenants, statements, representations or warranties contained in this instrument.

IN WITNESS WHEREOF, the Grantor — has hereunto set its hand — and seal — this 29th day of August, A.D., 1968.

American National Bank and Trust Company of Chicago

By: *[Signature]*

Vice President

9908 11-67
ASSISTANT SECRETARY

This instrument and the terms thereof, are subject to and conditioned upon a certain restriction that the real estate which is the corpus of this Trust, shall not be used for the purposes of retail sales of motor fuels, for a period of twenty-five years from September 1, 1965, and also the undertaking and agreement of the undersigned, under certain circumstances, to create an easement in the subject property, the said easement consisting of a 15-foot wide strip running either in a North and South direction along the West line of Route 53 or running in an East and West direction along the South line of Butterfield Road, and also upon a certain restriction prohibiting the erection of billboards so as to restrict visibility for a period of twenty-five years from September 1, 1966. Copies of the component instruments and documents are on file with the undersigned.

R68-47263

DUPAGE COUNTY

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RECORDED

R68 47263

SEC 26 135

TWP 39N

R 10E 34M

Milton

TWP

DuPage

COUNTY

CENTRAL FILE NO. 1442-

NORTHERN ILLINOIS GAS COMPANY

GAS MAIN EASEMENT

V.O. 131162

JOB

PARCEL 1-53

The Grantor

American National Bank, Trustee of Trust 22430.

of Chicago, Illinois, his (her, their) successors, assigns, heirs, administrators and executors, in consideration of the sum of One Dollar and other good and valuable considerations, in hand paid by the NORTHERN ILLINOIS GAS COMPANY, an Illinois corporation (the sufficiency thereof and receipt of which is hereby acknowledged) does hereby give and grant unto said NORTHERN ILLINOIS GAS COMPANY, its successors and assigns, a perpetual easement and right of way for the purpose of laying, maintaining, operating, renewing, replacing and removing gas mains and any necessary gas facilities appurtenant thereto, together with the right of access thereto for said purposes, in, upon, under, along and across the following described property situated in DuPage County, Illinois:

The East 10 feet of the West 20 feet of that part of Sections 26 and 35, Township 39 North, Range 10, East of the Third Principal Meridian, described as follows: Commencing at the Southeast corner of said Section 26 and running thence North along the East line of said Section, 478.5 feet to the center line of Old Butterfield Road; thence South 89 degrees 46 minutes West along said center line 340.2 feet to the center line of State Bond Issue Route 53 for a place of beginning; thence South 4 degrees 04 minutes West along said center line for a distance of 1560.6 feet to a point of curvature in said center line; thence Southerly along said center line being on a curve to the right having a radius of 1447.95 feet for a distance of 246.25 feet to the Northeasterly line of Arthur T. McIntosh & Co.'s Valley View Unit 3 extended; thence North 51 degrees 44 minutes West along said extension and along said Northeasterly line 1122.9 feet to a corner of said Unit 3; thence North 2 degrees 18 minutes East along the East line of said Unit 3, 675.0 feet to the South line of said Section 26; thence North 2 degrees 37 minutes East along the East line of said Unit 3, 359.5 feet to the center line of said Old Butterfield Road; thence North 85 degrees 52 minutes East along said center line 993.8 feet to the place of beginning, (except that portion lying North of the Southerly line of State right of way, F.A. Route 131, otherwise known as Butterfield Road and that portion lying Easterly of the Westerly line of State right of way, State Highway Route 53, and excepting the Easterly 200.0 feet, measured along the Southerly line of Butterfield Road, of the Northerly 200.0 feet, measured along the Westerly line of State Highway Route 53, lying Southerly and Westerly of and adjoining said highways) in Milton Township, DuPage County, Illinois.

This instrument is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally authorized by it, as aforesaid. All the covenants and conditions to be performed by said AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as aforesaid, shall be deemed to be performed by the undersigned, and the undersigned shall be deemed to be the agent of said AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, for the purpose of executing this instrument.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this 27th day of August, A.D., 1968.

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Pd

AHest

9936 11-57

ASSISTANT SECRETARY

By: [Signature]

Vice President

This instrument and the terms thereof, are subject to and conditioned upon a certain restriction that the real estate which is the corpus of this Trust, shall not be used for the purposes of retail sales of motor fuels, for a period of twenty-five years from September 1, 1965, and also the undertaking and agreement of the undersigned, under certain circumstances, to create an easement in the subject property, the said easement consisting of a 15-foot wide strip running either in a North and South direction along the West line of Route 53 or running in an East and West direction along the South line of Butterfield Road, and also upon a certain restriction prohibiting the erection of billboards so as to restrict visibility for a period of twenty-five years from September 1, 1966. Copies of the component instruments and documents are on file with the undersigned.

R68-47263

RECORDED
DU PAGE COUNTY
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R69 459

GRANT OF EASEMENT

George R. Rapp

GRANT OF EASEMENT made this 25th day of ^{September}~~July~~, 1968, by and

between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association, not personally, but as Trustee under a Trust Agreement dated October 14, 1965, and known as Trust No. 22430, hereinafter known and identified as FIRST PARTY, and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association, not personally, but as Trustee under Trust Agreement dated October 14, 1965, and known as Trust No. 22420, hereinafter known and identified as SECOND PARTY.

WHEREAS, FIRST PARTY is the title owner of record of a certain parcel of real estate in DuPage County, Illinois, legally described as follows and hereinafter referred to and identified as FIRST PARCEL:

That part of Sections 26 and 35, Township 39 North, Range 10, East of the Third Principal Meridian, described by commencing at the Southeast corner of said Section 26 and running thence North along the East line of said Section 478.5 feet to the center line of Old Butterfield Road; thence South 89 degrees 46 minutes West along said center line 340.2 feet to the center line of State Bond issue Route 53 for a place of beginning; thence South 4 degrees 04 minutes West along said center line for a distance of 1560.6 feet to a point of curvature in said center line; thence Southerly along said center line being on a curve to the right having a radius of 1447.95 feet for a distance of 246.25 feet to the Northeasterly line of Arthur T. McIntosh and Company's Valley View Unit Three extended; thence North 51 degrees 44 minutes West along said extension and along said Northeasterly line 1122.9 feet to a corner of said Unit Three; thence North 2 degrees 18 minutes East along the East line of said Unit Three 675.0 feet to the South line of said Section 26; thence North 2 degrees 37 minutes East along the East line of said Unit Three, 359.5 feet to the center line of said Old Butterfield Road; thence North 85 degrees 52 minutes East along said center line, 993.8 feet to the place of beginning (excepting from said described tract that part thereof described by: beginning at the intersection of the center line of the right of way of Butterfield Road (Federal Aid Route 131) and the center line of State Highway Route 53, running thence Westerly along said center line of Butterfield Road 250.47 feet to a point; thence South parallel with the said center line of Route 53, 300.94 feet to a point; thence Easterly parallel to said center line of Butterfield Road 250.47 feet to the said center line

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4-CHARGE DUPAGE CO. DIVISION

of Route 53; thence North on the said center line of Route 53, 300.94 feet to the place of beginning), and

WHEREAS the SECOND PARTY is the title owner of record of a certain parcel of real estate in DuPage County, Illinois, legally described as follows and hereinafter referred to and identified as SECOND PARCEL:

That part of Sections 26 and 35, Township 39 North, Range 10, East of the Third Principal Meridian, described by beginning at the intersection of the center line of the right of way of Butterfield Road (Federal Aid Route 131) and the center line of State Highway Route 53, running thence Westerly along said center line of Butterfield Road 250.47 feet to a point; thence South parallel with the said center line of Route 53, 300.94 feet to a point; thence Easterly parallel to said center line of Butterfield Road 250.47 feet to said center line of Route 53; thence North on the said center line of Route 53, 300.94 feet to the place of beginning,

which parcels are adjacent and contiguous;

AND WHEREAS sewer, water and other desirable utilities are to be constructed, laid and installed under and beneath the surface of said SECOND PARCEL to serve SECOND PARCEL and FIRST PARCEL as well as other parcels required to be served;

NOW, THEREFORE, for and in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable considerations in hand paid by FIRST PARTY to SECOND PARTY, the receipt hereof is hereby acknowledged, SECOND PARTY hereby grants, transfers, conveys and assigns unto FIRST PARTY, its successors and assigns and its beneficiaries and their heirs and assigns, a perpetual easement and right of way under and beneath the surface of said above described SECOND PARCEL for the construction, laying and installation of sewer, water and other desirable utilities and the right of using the said sewer, water and other desirable utilities for the passage of sewage, water and utilities to or from the said FIRST PARCEL or the said

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CHICAGO, ILL.

SECOND PARCEL and also the right to make, repair and maintain the said sewer, water and utilities at all times as may be reasonable and proper in that behalf.

The said easement and right of way shall be and is hereby fixed and located under and beneath that part of said SECOND PARCEL legally described as follows:

That part of Sections 26 and 35, Township 39 North, Range 10, East of the Third Principal Meridian, described by beginning at a point on the center line of State Highway Route 53, 100.94 feet South of the intersection of the center line of the right of way of Butterfield Road (Federal Aid Route 131) and the center line of State Highway Route 53; thence Westerly parallel to said center line of Butterfield Road 250.47 feet to a point; thence South parallel with the said center line of said Route 53, 10 feet to a point; thence Easterly parallel to said center line of Butterfield Road 250.47 feet to said center line of Route 53; thence North on the said center line of Route 53, 10 feet to the place of beginning.

IN WITNESS WHEREOF this GRANT OF EASEMENT is executed, sealed and delivered the day and year first above written. See rider attached hereto and hereof.

This instrument is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a corporation duly organized under the laws of the State of Illinois, and its officers and directors, and is subject to the provisions of the Trust Agreement No. 22420, dated October 14, 1965, between said bank and the undersigned, and the undersigned hereby certifies that the bank is not a party to any of the controversies, statements, reports, omissions or violations contained in this instrument.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association, not personally, but solely as Trustee as aforesaid, pursuant to and under Trust Agreement No. 22420, dated October 14, 1965.

ATTEST:

ASSISTANT SECRETARY
STATE OF ILLINOIS)
COUNTY OF COOK) ss.

By _____
Second Vice President
The terms and conditions contained in this instrument to the contrary notwithstanding this instrument is subject to the provisions of the Trust Agreement No. 22420, dated October 14, 1965, between said bank and the undersigned, and the undersigned hereby certifies that the bank is not a party to any of the controversies, statements, reports, omissions or violations contained in this instrument.

I, J. R. B. Kelly, a Notary Public in and for said County, in the state aforesaid, do hereby certify that James Penn, President of the AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, and M. E. Shelly, Assistant Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said James Penn did also then and there acknowledge that he, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 25th day of September, 1968.

Notary Public

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That part of Sections 26 and 35, Township 39 North, Range 10, East of the Third Principal Meridian, described by beginning at a point on the center line of State Highway Route 53, 100.94 feet South of the intersection of the center line of the right of way of Butterfield Road (Federal Aid Route 131) and the center line of State Highway Route 53; thence Westerly parallel to said center line of Butterfield Road 250.47 feet to a point; thence South parallel with the said center line of said Route 53, 10 feet to a point; thence Easterly parallel to said center line of Butterfield Road 250.47 feet to said center line of Route 53; thence North on the said center line of Route 53, 10 feet to the place of beginning.

and delivered the day and year first above written.

This instrument is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO by reason of any of the covenants, statements, representations or warranties contained in this instrument.

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, a National Banking
Association, not personally, but solely as
Trustee as aforesaid, pursuant to and under
Trust Agreement No. 22420, dated
October 14, 1965.

ASSISTANT SECRETARY
STATE OF ILLINOIS)
COUNTY OF COOK) ss.

The terms and conditions contained in this instrument to the contrary notwithstanding this instrument is subject to the provisions of the Trustee's Exculpatory Rider attached hereto and made a part hereof.

Given under my hand and Notarial Seal this 22 day of September, 1968.

Notary Public

This rider is attached to and made a part of a certain Easement between the American National Bank and Trust Company of Chicago under Trust No. 22420 and American National Bank and Trust Company of Chicago under Trust No. 22430, dated September 25, 1968.

This rider is attached to and made a part of a certain Easement between the American National Bank and Trust Company of Chicago under Trust No. 22420 and American National Bank and Trust Company of Chicago under Trust No. 22430, dated September 25, 1968.

Any documents executed by you concerning the said Trust No. 22420, or any portion of the same, shall bear the following legend: "This instrument is subject to and conditioned upon a certain restriction prohibiting the erection of billboards so as to restrict visibility for a period of twenty-five years from September 1, 1966, and further, subject to a right of first refusal to meet any bona fide offer for the purchase or sale of the real estate which is the subject matter of the Trust which right is created for the same twenty-five year period. Copies of the constituent instruments creating such prohibitive restriction and right of first refusal are on file with the undersigned."

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This rider is attached to and made a part of a certain Easement between the American National Bank and Trust Company of Chicago under Trust No. 22420 and American National Bank and Trust Company of Chicago under Trust No. 22430, dated September 25, 1968.

Any documents executed by you concerning the said Trust No. 22420, or any portion of the same, shall bear the following legend: "This instrument is subject to and conditioned upon a certain restriction prohibiting the erection of billboards so as to restrict visibility for a period of twenty-five years from September 1, 1966, and further, subject to a right of first refusal to meet any bona fide offer for the purchase or sale of the real estate which is the subject matter of the Trust which right is created for the same twenty-five year period. Copies of the constituent instruments creating such prohibitive restriction and right of first refusal are on file with the undersigned."

RG9- 459

EASEMENT AGREEMENT

THIS AGREEMENT made and entered into this 26th day of March, 1975, by and between American National Bank and Trust Company of Chicago as Trustee under the provisions of a Trust Agreement dated October 14, 1965 and known as Trust No. 22430 ("Seller"), and Talman Federal Savings and Loan Association of Chicago, a corporation organized under the laws of the United States of America ("Buyer");

W I T N E S S E T H:

WHEREAS, the Seller is the owner of certain property legally described in Schedule A attached hereto and made a part hereof (the "Servient Estate"); and

WHEREAS, the Seller has agreed to convey to Buyer the portion of the Servient Estate described in Schedule B attached hereto and made a part hereof by this reference (the "Dominant Estate"); and

WHEREAS, the Buyer desires to construct certain improvements on the Dominant Estate ("Buyer's Improvements") and to assure pedestrian and vehicular access thereto over the portion of the Servient Estate described in Schedule C attached hereto (the "Easement Area");

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration delivered by Buyer to Seller the receipt and sufficiency of which is hereby acknowledged, the Seller and Buyer agree as follows:

1. Seller hereby grants to Buyer and to its successors and assigns, as an easement appurtenant to the Dominant Estate, for the use and benefit of Buyer's "Permittees" (as hereinafter defined) a perpetual non-exclusive easement

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DU PAGE COUNTY

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George P. [Signature]

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DU PAGE COUNTY
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into, over and across the Easement Area for ingress, egress and access between (a) the Dominant Estate and all public roads and sidewalks which serve the Servient Estate and (b) the Dominant Estate and the public areas of the shopping center as presently located on the Servient Estate (the "Shopping Center Site"). Without limiting the generality of the foregoing, the foregoing easement grant includes an easement for passage by vehicles arriving and departing over the east and westbound lanes of Butterfield Road and over the north and southbound lanes of State Highway 53:

(i) to and from the west line of the Dominant Estate at a single curb cut along said west line which cuts along said west line, each of which is 16 feet in width); and

(ii) to and from the south line of the Dominant Estate at not less than three suitable points of access along said south line.

2. As used herein the term "Permittees" means and includes Buyer and all customers, employees, agents, contractors, subcontractors, visitors, licensees, tenants and subtenants of the Buyer. Said term also includes all contractors and subcontractors employed by the Buyer for the purpose of constructing, maintaining and improving Buyer's Improvements, provided, however, that Buyer shall repair any damage to the Easement Area resulting from usage thereof by such contractors and subcontractors.

3. (a) Seller will maintain the Easement Area and the other common areas of the Shopping Center Site located on the Servient Estate in good repair and free of obstructions, remove snow and ice therefrom, and will keep

R75-12725

the same drained (utilizing the present drainage system together with such modifications thereof as Seller in its sole discretion may, but need not, elect to install) and well lighted during evening hours. Commencing June 1, 1975, and on the first day of each June thereafter Buyer agrees to pay to Seller, or as Seller may direct, an annual sum in the amount of \$1,000 as Buyer's contribution towards the cost of performing the foregoing services; provided, however, that if Seller shall fail to provide such services within thirty days after written request so to do from Buyer to Seller, Buyer shall have the right and easement to remedy such failure at Seller's expense and to charge the same against the aforesaid annual payment.

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(b) The Buyer shall have the right to post signs and to maintain traffic personnel on and about the Easement Area for the purpose of directing vehicles to the facilities located on the Dominant Estate. All such signs shall be dignified in nature and shall be for traffic control purposes and not for advertising. One such sign may be located at the Butterfield Road entrance to the Servient Estate, and another such sign may be located at the Route 53 entrance thereto. Both of such entrance signs shall be at locations to be approved by Seller, which approval shall not be unreasonably withheld.

(c) Seller hereby grants to Buyer and its successors and assigns an easement to drain surface waters from the Dominant Estate across that portion of the Servient Estate lying north of the Easement Area and east of the Dominant Estate to storm water inlets, sewers and other collection receptacles located on Route 53, in accordance with the requirements of all public authorities, and to maintain any existing drains and existing culverts required for such purpose. Seller reserves the right, at its own expense, to redirect such drainage to other collection receptacles located on said Route 53.

(d) Buyer hereby grants to Seller and its successors and assigns, as an easement appurtenant to the Servient Estate for the use and benefit of Seller and Seller's Permittees and of Buyer and Buyer's Permittees, a perpetual non-exclusive easement over, across and under a utility corridor located in the East 20 feet of the Dominant Estate (as measured from the most Easterly boundary line thereof) for the installation and maintenance of all public or private utilities, including but not limited to sanitary sewers, storm sewers, water mains, gas and electrical systems, together with the right of access to the same. The grant of the aforesaid easement shall not preclude the grant by Buyer or its successors or assigns of additional public and private utility easements to others to be located in said utility corridor, or preclude the paving and landscaping of said corridor incident to the construction of Buyer's Improvements. Seller and its successors and assigns shall repair any damages to Buyer's Improvements resulting from the installation or maintenance by them of utilities in said corridor.

R/S-12725

4. The easements granted herein shall be of perpetual duration, shall run with the land, and shall not be terminated, extinguished or abated by any means (including, but not limited to, abandonment, non-user, merger, laches, waiver or estoppel) other than by express written release, duly executed as required by law to transfer an interest in real estate, and recorded in the Office of the Recorder of Deeds of Du Page County, Illinois. It is further understood and agreed that such easements shall not be terminated, extinguished or abated by any change in the size, character or use of the Dominant Estate or additions thereto, or by any change in the size, character, location or use of, or by the presence or absence of any buildings, improvements or appurtenances now or thereafter located thereon, or by reason of any division or subdivision thereof, or any separation or division of title thereto. The provisions hereof shall be binding

upon and inure to the benefit of all of the owners from time to time of all or any portion of the Dominant Estate and of the Servient Estate or of any one or more of said parcels or portions thereof, or additions thereto.

5. (a) As used in this Section 5, the term "financial institution" means any bank, savings and loan association or credit union, and any entity whose principal line of business consists of selling insurance to customers.

(b) If Buyer shall receive and desire to accept a bona fide written offer to purchase the Dominant Estate from any offeror (other than from an offeror which is a subsidiary or affiliate of Buyer or which is a financial institution or its nominee, subsidiary or affiliate), Buyer shall send Seller, by certified mail, a copy of such offer accompanied by a notification of the intention of Buyer to accept the same. Seller or any beneficiary of Seller shall thereupon have the right, expiring 21 days from the date of such mailing, to accept such offer in writing and simultaneously to deposit any earnest money required thereby and to cause the performance of its obligations under the resulting contract to be guaranteed in writing by a financially responsible party. If Seller or any beneficiary of Seller shall not, within said 21-day period, so accept such offer and provide such deposit and guarantee, or shall fail thereafter to perform its obligations under said contract, Buyer may consummate the proposed transaction on substantially the terms set forth in such notification, and all rights and options under this

R75-12725

subparagraph (b) shall terminate. If Buyer shall not consummate the proposed transaction within 180 days from the expiration of said 21-day period or if Buyer shall propose to consummate the same within said 180-day period but at a lower price or on more favorable payment terms than were offered to Seller, the purchase option contained in this subparagraph (b) shall be reinstated. The recordation by Buyer of a certificate affirming that it has complied with the provisions of this subparagraph (b) shall be sufficient evidence of the facts set forth in such certificate, but shall be without prejudice to any personal liability of Buyer to Seller resulting from any violation of the provisions of this subparagraph.

R75-12725

(c) In consideration of the rights granted Seller under subparagraph (b), above, Seller agrees that the shopping center portion of the Servient Estate will not be sold, leased or used for the purpose of conducting the business of a financial institution (as herein defined) or as a branch office for any such business.

(d) The provisions of this Section 5 shall be deemed covenants running with the land, and shall be binding upon and inure to the benefit of the successors and assigns of Seller and Buyer; provided, however, that all of the provisions of this Section 5 shall expire and lapse twenty (20) years from the date of this agreement.

6. Any notices required or permitted under this agreement shall be deemed properly given when mailed, first class postage prepaid, addressed to Buyer at 5501 S. Kedzie Avenue, Chicago, Illinois 60629, Attention: Resident Counsel; or to

Seller or Seller's beneficiary when so mailed to Seller at
33 North La Salle Street, Chicago, Illinois 60690, Attention:
Land Trust Department, with a copy so mailed c/o David Malfar,
Esq., 77 West Washington Street, Chicago, Illinois 60602.

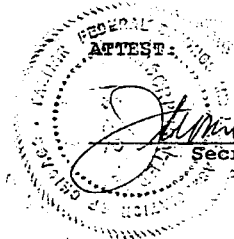
IN WITNESS WHEREOF, the parties hereto have caused
this instrument to be executed in their respective names, by
their officers thereto duly authorized, as of the day and year
first above written.

TALMAN FEDERAL SAVINGS AND
LOAN ASSOCIATION OF CHICAGO

By Thomas J. First
Vice President

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, not
individually but as Trustee
under Trust No. 22430 dated
October 14, 1965.

By [Signature]
Vice President



ATTEST:
Stephen J. Clarke
Secretary

ATTEST:

Ronald E. [Signature]
Assistant Secretary



Mailed to:

Esron # 349-164 J. Arendt
Chicago Leth & Trust Company
111 W. Washington St
Chicago, Ill. 60602

This instrument prepared by:
Norman Kins.
111 W. Washington St
Chicago, Ill. 60602

R75-12725

STATE OF ILLINOIS)
) SS
 COUNTY OF C O O K)

I, Josephine M. Carlson, a Notary Public in and for
 said county and state, do hereby certify that J. Michael [unclear]
President and [unclear] Secretary, respectively, of
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, personally
 known to me to be the same persons whose names are subscribed to
 the foregoing instrument as such President and
Secretary, appeared before me this day in person and acknowledged
 that they signed, sealed and delivered said instrument as their
 free and voluntary act, and as the free and voluntary act of
 said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this day of
MAR 08 1975, 1975.

Josephine M. Carlson
 Notary Public

My Commission Expires:

3-27-77

R75-12725

STATE OF ILLINOIS)
) SS
 COUNTY OF C O O K)

I, LENORE ZUREK, a Notary Public in and for
 the County and State aforesaid, DO HEREBY CERTIFY that
THOMAS J. PROST, Vice President of TALMAN
FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, and
SEROME P. COOKE, Secretary thereof, personally known to
 me to be the same persons whose names are subscribed to the
 foregoing instrument as such Vice President and Secretary,
 respectively, appeared before me this day in person and acknow-
 ledged 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 Secretary did also then and there ac-
 knowledge that he, as custodian of the Corporate Seal of said
 Company, did affix the said Corporate Seal of said Company to
 said instrument as his 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 this 24th day of MARCH
 1975.

My Commission Expires:

January 24, 1976

Lenore Zurek
 Notary Public

That part lying North of a line drawn perpendicular to the East line of Arthur T. McIntosh & Co.'s Valley View Unit 3 and passing through a point which is 221.05 feet South of the intersection of the North line of Section 35, Township 39 North, Range 10 East of the Third Principal Meridian with the aforesaid East line of Arthur T. McIntosh & Co.'s Valley View Unit 3 (measured along the East line of said Arthur T. McIntosh & Co.'s Unit 3) of the following described tract: That part of Sections 26 and 35, Township 39 North, Range 10 East of the Third Principal Meridian, described as follows: Commencing at the Southeast corner of said Section 26 and running thence North along the East line of said Section, 478.5 feet to the center line of Old Butterfield Road, thence South 89°-46' West, along said center line 340.2 feet to the center line of State Bond Issue Route 53 for a Place of Beginning, thence South 4°-04' West, along said center line for a distance of 1560.6 feet to a point of curvature in said center line, thence Southerly along said center line being on a curve to the right having a radius of 1447.95 feet for a distance of 246.25 feet to the Northeasterly line of Arthur T. McIntosh & Co.'s Valley View Unit 3 extended, thence North 51°-44' West along said extension and along said Northeasterly line 1122.9 feet to a corner of said Unit 3, thence North 2°-18' East along the East line of said Unit 3, 675.0 feet to the South line of said Section 26, thence North 2°-37' East along the East line of said Unit 3, 359.5 feet to the center line of said Old Butterfield Road, thence North 85°-52' East along said center line 993.8 feet to the Place of Beginning, (except that portion lying North of the Southerly line of State right of way, E.A. Route 131 otherwise known as Butterfield Road and that portion lying Easterly of the Westerly line of State right of way, State Highway Route 53, and excepting the Easterly 200.0 feet, measured along the Southerly line of Butterfield Road, of the Northerly 200.0 feet, measured along the Westerly line of State Highway Route 53, lying Southerly and Westerly of and adjoining said highways) in Milton Township, DuPage County, Illinois.

R75-12725

SCHEDULE A
SERVIENT ESTATE

That part of the Southeast Quarter of Section 26, Township 39 North, Range 10, East of the Third Principal Meridian, described by commencing at the point of intersection of the South right of way line of Federal Aid Route 131 (Butterfield Road) and the West line of Illinois Route 53; thence running South 86° 14' 50" West along said South right of way line 200.00 feet for a Place of Beginning; thence South 04° 04' 00" West parallel with the West line of Illinois Route 53, 226.11 feet; thence North 87° 39' 40" West along the North edge of a blacktop drive 256.67 feet; thence North 02° 20' 20" East along the edge of a blacktop parking lot 197.88 feet to said South right of way line; thence North 86° 14' 50" East along said right of way line 265.04 feet to the Place of Beginning, in Du Page County, Illinois.

R75-12725

SCHEDULE B
THE DOMINANT ESTATE

That part of the Southeast Quarter of Section 26, Township 39 North, Range 10, East of the Third Principal Meridian, described by commencing at the point of intersection of the South right of way line of Federal Aid Route 131 (Butterfield Road) and the West line of Illinois Route 53; thence running South 04° 04' 00" West along said West line 247.39 feet for a Place of Beginning; thence North 87° 39' 40" West along the North edge of a blacktop drive 454.90 feet; thence North 02° 20' 20" East along the East edge of a blacktop parking lot 173.50 feet; thence North 87° 39' 40" West 30.00 feet; thence South 02° 20' 20" West 173.50 feet; thence North 87° 39' 40" West 186.20 feet; thence North 02° 20' 20" East 174.75 feet to the South right of way line of Federal Aid Route 131; thence South 86° 14' 50" West along said South line 30.17 feet; thence South 02° 20' 20" West 201.58 feet; thence South 87° 39' 40" East along the South edge of a blacktop drive, if extended West, 700.17 feet to the West line of Illinois Route 53; thence North 04° 04' 00" East along said West line 30.01 feet to the Place of Beginning, in Du Page County, Illinois.

R75-12725

SCHEDULE C
EASEMENT AREA

~~Notary Public~~

RECORDED
DU PAGE COUNTY

R75- 65330

1975 NOV 24 PM 12:30

PORTIONS OF THIS DOCUMENT ARE
ILLEGIBLE AT TIME OF RECORDINGGreg R. PageEASEMENT MODIFICATION AGREEMENT

THIS AGREEMENT made and entered into this 8th day of OCTOBER, 1975, by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO as Trustee under the provisions of a Trust Agreement dated October 14, 1965 and known as Trust No. 22430 ("Seller"), and TALMAN FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, a corporation organized under the laws of the United States of America ("Buyer");

W I T N E S S E T H:

WHEREAS, on March 26, 1975 Seller and Buyer entered into a certain Easement Agreement (the "Easement Agreement") recorded on such date in the office of the Recorder of Deeds for Du Page County, Illinois as Document No. R75-12725 affecting the real estate legally described in Schedule A attached hereto and made a part hereof (the "Servient Estate"); and

WHEREAS, the Seller and the Buyer desire to modify Paragraph 5(c) of the Easement Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration delivered by Buyer to Seller the receipt and sufficiency of which is hereby acknowledged, the Seller and Buyer agree that Paragraph 5(c) of the Easement Agreement shall be and the same hereby is amended, so that as amended the same shall read and provide as follows:

"(c) In consideration of the rights granted Seller under subparagraph (b) above, Seller agrees that the shopping center portion of the Servient Estate will not be sold, leased or used for the purpose of conducting the operations of any entity whose principal line of business consists of selling insurance to customers."

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective names, by their officers thereto duly authorized, as of the day and year first above written.

TALMAN FEDERAL SAVINGS AND
LOAN ASSOCIATION OF CHICAGO

By Thomas J. Hart
Vice President

ATTEST:

James D. White
SECRETARY

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, not
individually but as Trustee
under Trust No. 22430 dated
October 14, 1965.

By John A. [Signature]
VICE PRESIDENT

ATTEST:

W. [Signature]
ASSISTANT SECRETARY

This instrument is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee, as aforesaid. All the covenants and conditions to the foregoing instrument by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO are intended to be solely in Trustee, as aforesaid, and no other person or persons shall be benefited or be enforceable against AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO by reason of any of the covenants, statements, representations or warranties contained in this instrument.

That part lying North of a line drawn perpendicular to the East line of Arthur T. McIntosh & Co.'s Valley View Unit 3 and passing through a point which is 221.05 feet South of the intersection of the North line of Section 35, Township 39 North, Range 10 East of the Third Principal Meridian with the afore-said East line of Arthur T. McIntosh & Co.'s Valley View Unit 3 (measured along the East line of said Arthur T. McIntosh & Co.'s Unit 3) of the following described tract: That part of Sections 26 and 35, Township 39 North, Range 10 East of the Third Principal Meridian, described as follows: Commencing at the Southeast corner of said Section 26 and running thence North along the East line of said Section, 478.5 feet to the center line of Old Butterfield Road, thence South 89°-46' West, along said center line 340.2 feet to the center line of State Bond Issue Route 53 for a Place of Beginning, thence South 4°-04' West, along said center line for a distance of 1560.6 feet to a point of curvature in said center line, thence Southerly along said center line being on a curve to the right having a radius of 1447.95 feet for a distance of 246.25 feet to the Northeasterly line of Arthur T. McIntosh & Co.'s Valley View Unit 3 extended, thence North 51°-44' West along said extension and along said Northeasterly line 1122.9 feet to a corner of said Unit 3, thence North 2°-18' East along the East line of said Unit 3, 675.0 feet to the South line of said Section 26, thence North 2°-37' East along the East line of said Unit 3, 359.5 feet to the center line of said Old Butterfield Road, thence North 85°-52' East along said center line 993.8 feet to the Place of Beginning, (except that portion lying North of the Southerly line of State right of way, E.A. Route 131 otherwise known as Butterfield Road and that portion lying Easterly of the Westerly line of State right of way, State Highway Route 53, and excepting the Easterly 200.0 feet, measured along the Southerly line of Butterfield Road, of the Northerly 200.0 feet, measured along the Westerly line of State Highway Route 53, lying Southerly and Westerly of and adjoining said highways) in Milton Township, DuPage County, Illinois.

R75-65330

THIS INSTRUMENT WAS PREPARED BY
 Norman Geis OF
 AARON, AARON, SCHIMBERG & HESS
 ONE FIRST NATIONAL PLAZA
 CHICAGO, ILLINOIS 60603

SCHEDULE A
 SERVIENT ESTATE

STATE OF ILLINOIS) SS
COUNTY OF C O O K)

I, P. JOHANSEN, a Notary Public in and for said county and state, do hereby certify that Franklin Korman and Ronald Dean Vice President and Assistant Secretary, respectively, of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of
NOV 19 1975, 1975.

~~Notary Public~~

My Commission Expires:
~~My Commission Expires~~
May 22, 1979

STATE OF ILLINOIS)) SS
COUNTY OF C O O K)

I, Michael S. Kurtzon, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Thomas J. Pross, Sr. Vice President of TALMAN FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, and Jerome P. Croke, Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and 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 Secretary did also then and there acknowledge that he, as custodian of the Corporate Seal of said Company, did affix the said Corporate Seal of said Company to said instrument as his 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 this 8th day
October 1975.

Notary Public

My Commission Expires:

Aug. 26, 1977

R75-65330

MAIL TO:

Norman Geis, Esq.
Aaron, Aaron, Schimberg & Hess
Suite 3300
One First National Plaza
Chicago, Illinois 60603

PLAT

TEMPORARY RECEIPT
GEORGE R. RUDOLPH
Recorder of Deeds
Du Page County
Wheaton, Illinois

Date 3-14-75
Check _____ Cash \$10.25

RECEIVED FROM Barry Rehriz

TITLE Butterfield Commons Assmt. Plat

DESCRIPTION Part of S.E. 1/4

Sec. 26 Twp. 39 Rng. 10

DATE OF INSTRUMENT January 3-1975

MAIL TO Barry Rehriz one 1st Natl. Plaza
Suite 3350 Chgo. 60603

Copies _____ Certified _____ CHARGE _____

Accompanying Papers _____

R75- 10950

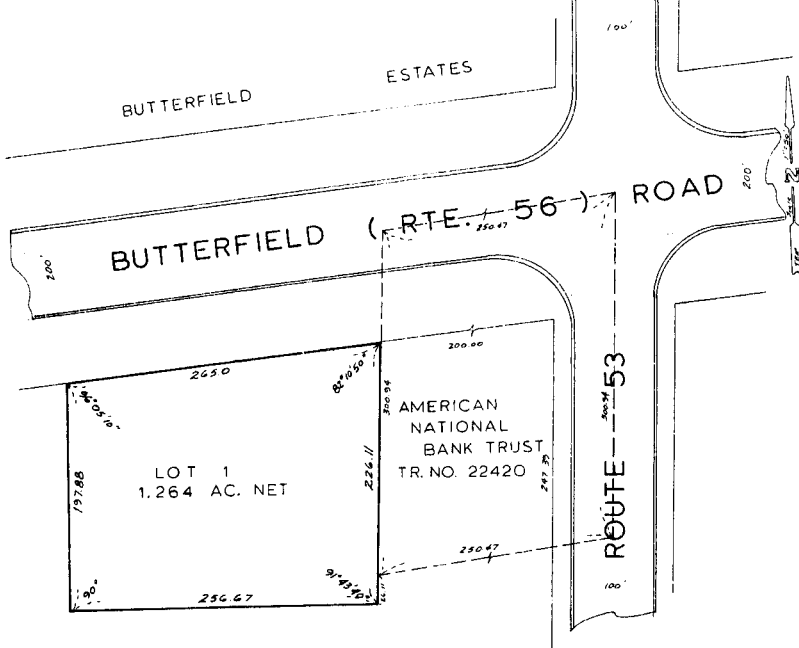
RECORDED
DU PAGE COUNTY
1975 MAR 17 PM 2:00

BOOK 72
PAGE 124

George R. Rudolph

BUTTERFIELD COMMONS Book 12
ASSESSMENT PLAT Page 124

OF THAT PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 35 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF FEDERAL AID ROUTE 131 (BUTTERFIELD ROAD) AND THE WEST LINE OF ILLINOIS ROUTE 53; THENCE RUNNING SOUTH 86° 14' 50" WEST ALONG SAID SOUTH RIGHT OF WAY LINE, 200.00 FEET FOR A PLACE OF BEGINNING; THENCE SOUTH 04° 04' 00" WEST PARALLEL WITH THE WEST LINE OF ILLINOIS ROUTE 53, 226.11 FEET; THENCE NORTH 03° 35' 10" WEST ALONG THE NORTH EDGE OF A BLACKTOP DRIVE 356.67 FEET; THENCE NORTH 02° 20' 20" EAST ALONG THE EDGE OF A BLACKTOP PARKING LOT 197.88 FEET TO SAID SOUTH RIGHT OF WAY LINE; THENCE NORTH 86° 14' 50" EAST ALONG SAID SOUTH RIGHT OF WAY LINE 265.04 FEET TO THE PLACE OF BEGINNING, IN DU PAGE COUNTY, ILLINOIS.



LOT 2
OWNER'S
ASSESSMENT
PLAT

STATE OF ILLINOIS)
COUNTY OF COOK

THIS IS TO CERTIFY THAT THE AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER CERTAIN TRUST AGREEMENT DATED OCTOBER 14, 1965 AND KNOWN AS TRUST NO. 22420, IS THE HOLDER OF RECORD TITLE TO THE PROPERTY DESCRIBED IN THE ANNEXED PLAT AND HAS CAUSED THE SAME TO BE PLATTED FOR THE RECORDS FOR ASSESSMENT PURPOSES AS SHOWN ON THE ANNEXED PLAT FOR THE USES AND PURPOSES THEREIN SET FORTH AS ALLOWED BY THE STATUTE, AND THAT SAID AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, NOT PERSONALLY, BUT AS TRUSTEE, DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE HEREON SHOWN.

DATED THIS 14 DAY OF MAY, A.D. 1975
AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO

ATTEST: [Signature]
[Signature]
NOTARY PUBLIC

STATE OF ILLINOIS)
COUNTY OF COOK

I, [Signature], A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT [Signature], PRESIDENT AND PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME WAS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE FOREGOING INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT, AND AS THE FREE AND VOLUNTARY ACT OF THE AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE AFORESAID, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 14 DAY OF MAY, A.D. 1975
[Signature]
NOTARY PUBLIC

STATE OF ILLINOIS)
COUNTY OF DU PAGE

APPROVED AND ACCEPTED THIS 12 DAY OF March, A.D. 1975
BOARD OF SUPERVISORS OF DU PAGE
COUNTY, ILLINOIS

PREPARED BY:

WEBSTER AND ASSOCIATES
207 S. MAPENVILLE STREET
WHEATON, ILLINOIS 60187
PHONE: 312-668-7603

DATE: JANUARY 3, 1975

STATE OF ILLINOIS)
COUNTY OF DU PAGE

THIS IS TO CERTIFY THAT I, EDGAR E. WEBSTER III, ILLINOIS LAND SURVEYOR NO. 1354, HAVE PLATTED FROM THE RECORDS FOR ASSESSMENT PURPOSES THE ABOVE DESCRIBED PROPERTY, AS SHOWN BY THE ANNEXED PLAT, WHICH IS A CORRECT AND TRUE REPRESENTATION OF SAID ASSESSMENT. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.

I FURTHER CERTIFY THAT THE PROPERTY INCLUDED IN THIS PLAT IS EXEMPT FROM THE REQUIREMENTS OF CHAPTER 100 (PLAT ACT-ILLINOIS STATUTES) AND IS BEING FILED TO SATISFY THE REQUIREMENTS OF CHAPTER 120 (REVENUE-SECTION 516).

I FURTHER CERTIFY THAT NO PART OF THE PROPERTY COVERED BY THIS PLAT OF ASSESSMENT IS SITUATED WITHIN 500 FEET OF A SURFACE DRAIN OR UNDER COURSE SERVING A TRIBUTARY AREA OF 640 ACRES OR MORE.

GIVEN UNDER MY HAND AND SEAL AT WHEATON, ILLINOIS THIS 3RD DAY OF JANUARY, A.D. 1975.

[Signature]
ILLINOIS LAND SURVEYOR NO. 1354
WEBSTER AND ASSOCIATES
207 S. MAPENVILLE STREET
WHEATON, ILLINOIS 60187
PHONE: 312-668-7603

STATE OF ILLINOIS)
COUNTY OF DU PAGE

I, [Signature], COUNTY CLERK OF DU PAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID FORECLOSED TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT.

I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK OF WHEATON, ILLINOIS THIS 23 DAY OF March, A.D. 1975.

[Signature]
COUNTY CLERK

STATE OF ILLINOIS)
COUNTY OF DU PAGE

THIS INSTRUMENT NO. 105-10842 WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DU PAGE COUNTY AFORESAID, ON THE 12 DAY OF March, A.D. 1975.

[Signature]
RECORDED

PREPARED FOR:

TALMAN FEDERAL SAVINGS AND LOAN ASSOCIATION
C/O MR. BARRY HEKALITZ - ATTORNEY
ONE FIRST NATIONAL PLAZA
CHICAGO, ILLINOIS 60603

PLAT

TEMPORARY RECEIPT
GEORGE R. RUDOLPH
Recorder of Deeds
Du Page County
Wheaton, Illinois

Date 3-14-75
Check Cash \$10.25

RECEIVED FROM Barry Rehrizy

TITLE Butterfield Commons Assmt. Plat

DESCRIPTION Part of S.E. 1/4

Sec. 26 Twp. 39 Rng. 10

DATE OF INSTRUMENT January 3-1975

MAIL TO Barry Rehrizy one 1st Natl. Plaza
Suite 3350 Chgo. 60603

Copies Certified CHARGE

Accompanying Papers

R75- 10950

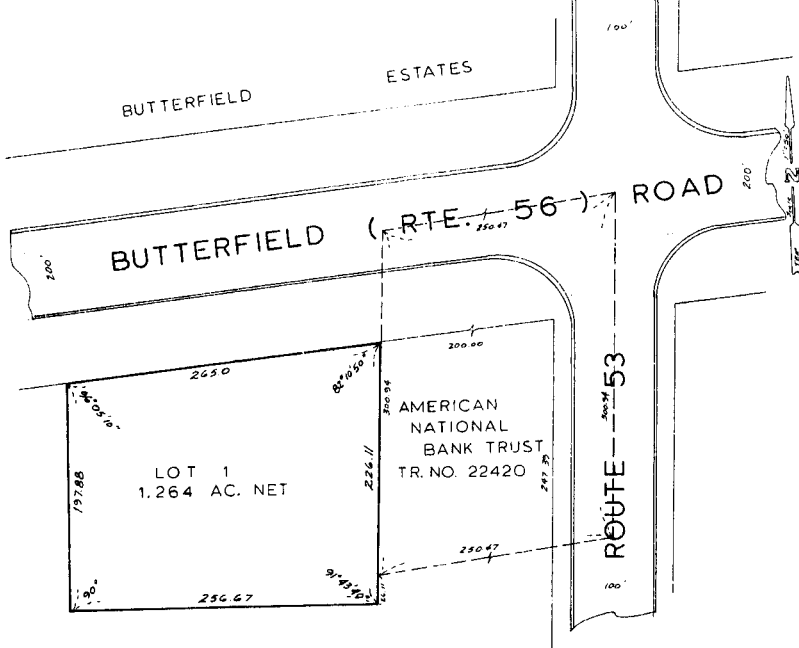
RECORDED
DU PAGE COUNTY
1975 MAR 17 PM 2:00

BOOK 72
PAGE 124

George R. Rudolph

BUTTERFIELD COMMONS Book 12
ASSESSMENT PLAT Page 124

OF THAT PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 35 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF FEDERAL AID ROUTE 131 (BUTTERFIELD ROAD) AND THE WEST LINE OF ILLINOIS ROUTE 53; THENCE RUNNING SOUTH 86° 14' 50" WEST ALONG SAID SOUTH RIGHT OF WAY LINE, 200.00 FEET FOR A PLACE OF BEGINNING; THENCE SOUTH 04° 04' 00" WEST PARALLEL WITH THE WEST LINE OF ILLINOIS ROUTE 53, 226.11 FEET; THENCE NORTH 02° 20' 20" WEST ALONG THE NORTH EDGE OF A BLACKTOP DRIVE 356.67 FEET; THENCE NORTH 02° 20' 20" EAST ALONG THE EDGE OF A BLACKTOP PARKING LOT 197.88 FEET TO SAID SOUTH RIGHT OF WAY LINE; THENCE NORTH 86° 14' 50" EAST ALONG SAID SOUTH RIGHT OF WAY LINE 265.04 FEET TO THE PLACE OF BEGINNING, IN DU PAGE COUNTY, ILLINOIS.



LOT 2 OWNER'S
ASSESSMENT PLAT

STATE OF ILLINOIS)
COUNTY OF COOK

THIS IS TO CERTIFY THAT THE AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER CERTAIN TRUST AGREEMENT DATED OCTOBER 14, 1965 AND KNOWN AS TRUST NO. 22420, IS THE HOLDER OF RECORD TITLE TO THE PROPERTY DESCRIBED IN THE ANNEXED PLAT AND HAS CAUSED THE SAME TO BE PLATTED FOR THE RECORDS FOR ASSESSMENT PURPOSES AS SHOWN ON THE ANNEXED PLAT FOR THE USES AND PURPOSES THEREIN SET FORTH AS ALLOWED BY THE STATUTE, AND THAT SAID AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, NOT PERSONALLY, BUT AS TRUSTEE, DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE HEREON SHOWN.

DATED THIS 14 DAY OF MAY, A.D. 1975
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

ATTEST: *[Signature]*
NOTARY PUBLIC

STATE OF ILLINOIS)
COUNTY OF COOK

I, *[Signature]*, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT *[Signature]*, PRESIDENT AND PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME WAS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE FOREGOING INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT, AND AS THE FREE AND VOLUNTARY ACT OF THE AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE AFORESAID, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 14 DAY OF MAY, A.D. 1975
[Signature]
NOTARY PUBLIC

STATE OF ILLINOIS)
COUNTY OF DU PAGE

APPROVED AND ACCEPTED THIS 12 DAY OF March, A.D. 1975
BOARD OF SUPERVISORS OF DU PAGE COUNTY, ILLINOIS

PREPARED BY:

WEBSTER AND ASSOCIATES
207 S. MAPENVILLE STREET
WHEATON, ILLINOIS 60187
PHONE: 312-668-7603

DATE: JANUARY 3, 1975

STATE OF ILLINOIS)
COUNTY OF DU PAGE

THIS IS TO CERTIFY THAT I, EDGAR E. WEBSTER III, ILLINOIS LAND SURVEYOR NO. 1354, HAVE PLATTED FROM THE RECORDS FOR ASSESSMENT PURPOSES THE ABOVE DESCRIBED PROPERTY, AS SHOWN BY THE ANNEXED PLAT, WHICH IS A CORRECT AND TRUE REPRESENTATION OF SAID ASSESSMENT. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.

I FURTHER CERTIFY THAT THE PROPERTY INCLUDED IN THIS PLAT IS EXEMPT FROM THE REQUIREMENTS OF CHAPTER 100 PLAT ACT-ILLINOIS (STATUTES) AND IS BEING FILED TO SATISFY THE REQUIREMENTS OF CHAPTER 120 (REVENUE-SECTION 516).

I FURTHER CERTIFY THAT NO PART OF THE PROPERTY COVERED BY THIS PLAT OF ASSESSMENT IS SITUATED WITHIN 500 FEET OF A SURFACE DRAIN OR UNDER COURSE SERVING A TRIBUTARY AREA OF 640 ACRES OR MORE.

GIVEN UNDER MY HAND AND SEAL AT WHEATON, ILLINOIS THIS 3RD DAY OF JANUARY, A.D. 1975.

[Signature]
ILLINOIS LAND SURVEYOR NO. 1354
WEBSTER AND ASSOCIATES
207 S. MAPENVILLE STREET
WHEATON, ILLINOIS 60187
PHONE: 312-668-7603

STATE OF ILLINOIS)
COUNTY OF DU PAGE

I, *[Signature]*, COUNTY CLERK OF DU PAGE COUNTY, ILLINOIS DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID FORECLOSED TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT.

I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK OF WHEATON, ILLINOIS THIS 23 DAY OF March, A.D. 1975

STATE OF ILLINOIS)
COUNTY OF DU PAGE

THIS INSTRUMENT NO. 105-10842 WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DU PAGE COUNTY AFORESAID, ON THE 12 DAY OF March, A.D. 1975

AT 2:22 P.M.
[Signature]
RECORDER

PREPARED FOR:

TALMAN FEDERAL SAVINGS AND LOAN ASSOCIATION
C/O MR. BARRY HEKALITZ - ATTORNEY
ONE FIRST NATIONAL PLAZA
CHICAGO, ILLINOIS 60603

③

TRUSTEE'S DEED

R75- 12726

RECORDED
DU PAGE COUNTY

1975 MAR 26 PM 2:45

Form 195-3 Rev. 3-60

Individual

The above space for recorders use only

THIS INDENTURE, made this 26th day of March, 1975, between American National Bank and Trust Company of Chicago, a corporation duly organized and existing as a national banking association under the laws of the United States of America, and duly authorized to accept and execute trusts within the State of Illinois, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said national banking association in pursuance of a certain Trust Agreement, dated the 14th day of October, 1965, and known as Trust Number 22430, party of the first part, and Talman Federal Savings and Loan Association of Chicago, a Corporation of the United States of America, 5501 South Kedzie Avenue, Chicago, Illinois party of the second part.

WITNESSETH, that said party of the first part, in consideration of the sum of ----- \$10.00 ----- Ten dollars and no cents ----- Dollars, and other good and valuable considerations in hand paid, does hereby grant, sell and convey unto said parties of the second part, the following described real estate, situated in ----- DuPage ----- County, Illinois, to-wit:

See rider attached hereto and made a part hereof.

together with the tenements and appurtenances thereto belonging.

DO HAVE AND TO HOLD the same unto said party of the second part, and to the proper use, benefit and behoof, forever, of said party of the second part.

This deed is executed by the party of the first part, on Trustee, on of record, pursuant to and in the exercise of the power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust Agreement above mentioned, and of every other power and authority thereto entitling. This deed is made subject to the liens of all trust deeds and/or mortgages upon said real estate, if any, recorded or registered in said county.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereunto affixed, and has caused its name to be signed to these presents by one of its Vice Presidents or its Assistant Vice Presidents and attested by its Assistant Secretary, the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
on Trustee as aforesaid and not personally.



By Ronald Bean VICE PRESIDENT
Attest Josephine H. Carlson ASSISTANT SECRETARY

STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association, Grantor, that the same persons whose names are subscribed to the foregoing instrument as 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 National Banking Association 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 National Banking Association caused the corporate seal of said National Banking Association 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 National Banking Association for the uses and purposes therein set forth.

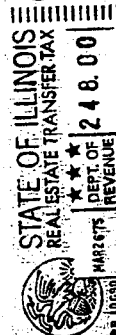
Mrs. Ronald Bean personally
Given under my hand and Notary Seal
American National Bank and Trust
Company of Chicago,
Land Trust Department, 33 N. LaSalle St.
Chicago, Illinois

Josephine H. Carlson
Notary Public

MAR 26 1975

FOR INFORMATION ONLY
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

DELIVER
NAME Erica # 389-164 J. Arendt
STREET Chicago Title & Trust Company
CITY 111 W. Washington St.
Chicago, Ill. 60602
INSTRUCTIONS
RECORDER'S OFFICE BOX NUMBER 94



4 8 7 4 4 0
222 NOV '03
DU PAGE

This rider is attached hereto and made a part hereof a certain Trustees Deed between American National Bank and Trust Company of Chicago and Talman Federal Savings and Loan Association of Chicago, dated March 26, 1975 Trust No. 22430.

That part of the Southeast Quarter of Section 26, Township 39 North, Range 10, East of the Third Principal Meridian, described by commencing at the point of intersection of the South right of way line of Federal Aid Route 131 (Butterfield Road) and the West line of Illinois Route 53; thence running South 86° 14' 50" West along said South right of way line 200.00 feet for a Place of Beginning; thence South 04° 04' 00" West parallel with the West line of Illinois Route 53, 226.11 feet; thence North 87° 39' 40" West along the North edge of a blacktop drive 256.67 feet; thence North 02° 20' 20" East along the edge of a blacktop parking lot 197.88 feet to said South right of way line; thence North 86° 14' 50" East along said right of way line 265.04 feet to the Place of Beginning, in Du Page County, Illinois.

R75-12726

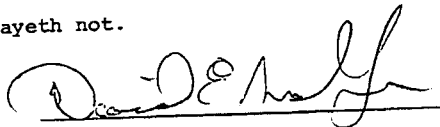
PLAT ACT AFFIDAVIT

R75-12726

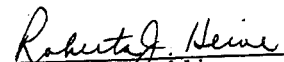
STATE OF ILLINOIS)
COUNTY OF C O O K) SS

DAVID E. MALFAR, being first duly sworn on oath, states that he resides at 8426 N. St. Louis Ave., Skokie, Illinois. The attached deed is not in violation of Section 109 of the Illinois Revised Statutes, in that in his opinion the conveyance is exempt pursuant to the provisions of Section 1(b) 9 of said Act, being the sale of a single lot of less than five acres from a larger tract. A survey made by a registered surveyor of the property described in the deed has heretofore been recorded on March 17, 1975 as Document R75-10950.

Further Affiant sayeth not.



SUBSCRIBED And SWORN To
Before me this 26th day
of March, 1975.


Notary Public



1 TITLE DESCRIPTION

That part of the Southeast Quarter of Section 26, Township 39 North, Range 10, East of the Third Principal Meridian, described by commencing at the point of intersection of the South right of way line of Federal Aid Route 131 (Butterfield Road) and the West line of Illinois Route 53; thence running South 86 degrees 14 minutes 50 seconds West along said South right of way line 200.00 feet for a Place of Beginning; thence South 04 degrees 04 minutes 00 seconds West parallel with the West line of Illinois Route 53, 226.11 feet; thence North 87 degrees 39 minutes 40 seconds West along the North edge of a blacktop drive 256.67 feet; thence North 02 degrees 20 minutes 20 seconds East along the edge of a blacktop parking lot 197.88 feet to said South right of way line; thence North 86 degrees 14 minutes 50 seconds East along said right of way line 265.04 feet to the Place of Beginning, in Du Page County, Illinois.

The land described in this survey is the same as that described in FIRST AMERICAN TITLE INSURANCE COMPANY Commitment No. NCS-401470-7IL-ATL with an effective date of June 17, 2009.

2 TITLE INFORMATION

The Title Description and the Schedule B items hereon are from First American Title Insurance Company File No. NCS-401470-7IL-ATL, dated June 17, 2009.

3 SCHEDULE 'B' ITEMS

NOTES CORRESPONDING TO SCHEDULE "B":

- Gas Main Easement in favor of Northern Illinois Gas Company and the Covenants, Conditions and Restrictions contained in instrument recorded in Instrument No. R68-47263. Does not affect subject property.
- Terms and Conditions contained in Grant of Easement as disclosed by instrument recorded in Instrument No. R69-459. Benefits the subject property as shown.
- Terms and Conditions contained in Easement Agreement as disclosed by instrument recorded in Instrument No. R75-12725. Benefits the subject property as shown.
- Terms and Conditions contained in Easement Modification Agreement as disclosed by instrument recorded in Instrument No. R75-65330. Does not affect subject property (restricts adjoiner from selling or leasing property to any firm selling insurance)
- Easements and Restrictions as disclosed on the plat recorded in Instrument No. R75-10950. May affect subject property, blanket in nature.

4 SURVEYOR CERTIFICATION

To:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and NSPS in 2005, and includes Items 1 (except in states that require record monument platting), 2, 3, 4, 6, 7(a), 7(b)(1), 7(c), 8, 9, 10, 11(a) (location of utilities per visible, above-ground, on-site observation), 13, 14, 19 (a) (to the extent possible, graphically depict on survey drawing the zoning setback lines), 19(b) (observable evidence of earth moving work, building construction or building additions within recent months), and 19(d) (observable evidence of site use as a solid waste dump, sump or sanitary landfill) of Table A thereof. Pursuant to the Accuracy Standards as adopted by ALTA and NSPS and in effect on the date of this certification, undersigned further certifies that in my professional opinion, as a land surveyor registered in the State of Illinois, the Relative Positional Accuracy of this survey does not exceed that which is specified therein.

Date: _____

Randy J. Kolehose
Registration No. 2986
Expires November 30, 2010

PRELIMINARY

KEY TO ALTA-SURVEY

1 TITLE DESCRIPTION

2 TITLE INFORMATION

3 SCHEDULE 'B' ITEMS

4 SURVEYOR CERTIFICATION

5 FLOOD INFORMATION

6 CEMETERY

7 POSSIBLE ENCROACHMENTS

8 ZONING INFORMATION

9 LEGEND

10 BASIS OF BEARING

11 SURVEYOR'S NOTES

12 PARKING INFORMATION

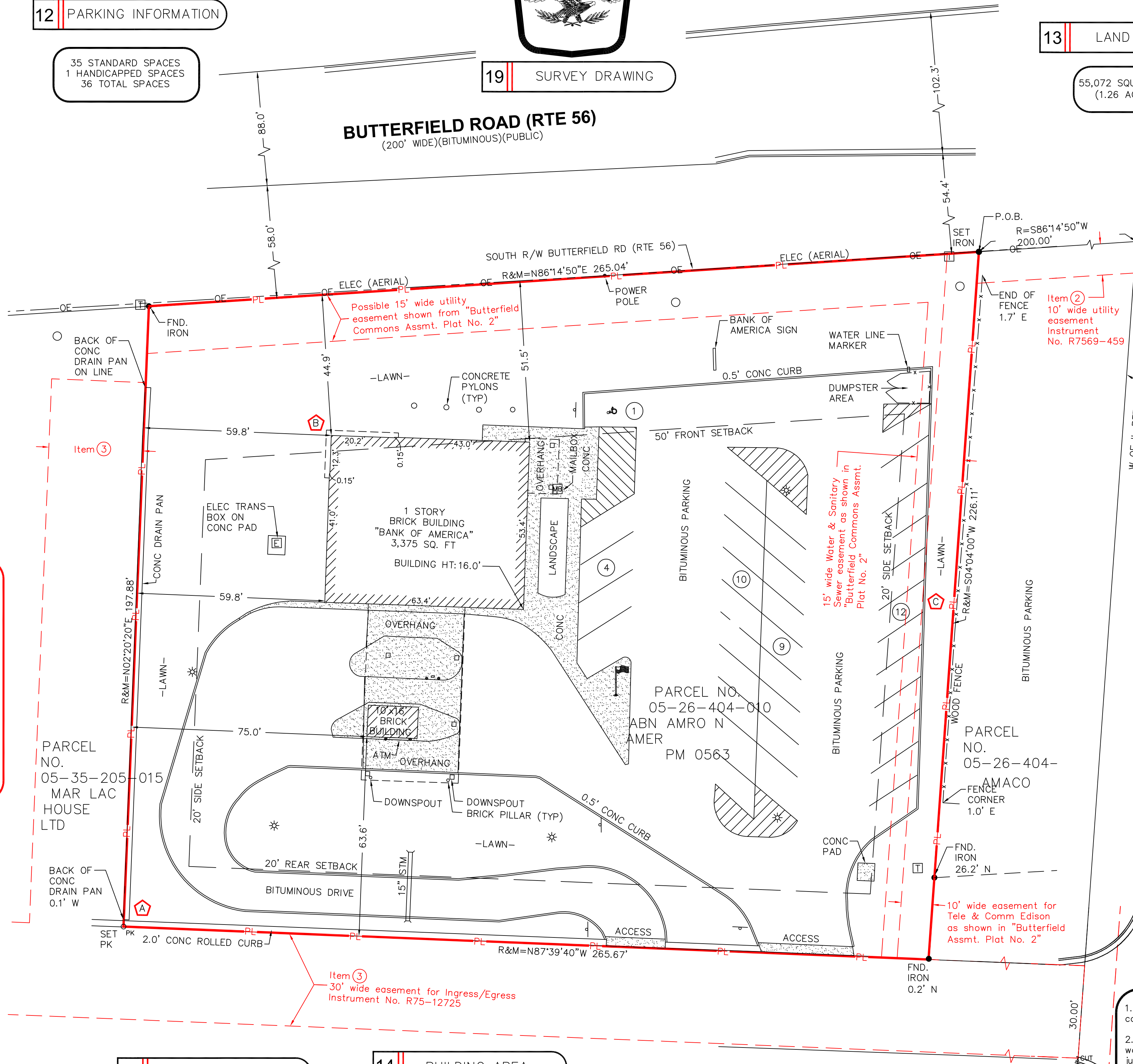
13 LAND AREA

14 BUILDING AREA

12 PARKING INFORMATION

35 STANDARD SPACES
1 HANDICAPPED SPACES
36 TOTAL SPACES

19 SURVEY DRAWING



15 BUILDING HEIGHT

BLDG HEIGHT: 16.0'±
ATM BLDG HT: 10.0'±

14 BUILDING AREA

BANK BLDG: 3,375 S.F.
ATM BLDG: 160 S.F.

5 FLOOD INFORMATION

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X (UNSHADED) OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 17043C0509H WHICH BEARS AN EFFECTIVE DATE OF DECEMBER 16, 2004 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE AND AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION OR APPLY FOR VARIANCE FROM THIS FEDERAL EMERGENCY MANAGEMENT AGENCY. ZONE X (UNSHADED) DENOTES AREAS OUTSIDE OF THE 500 YEAR FLOOD PLAIN.

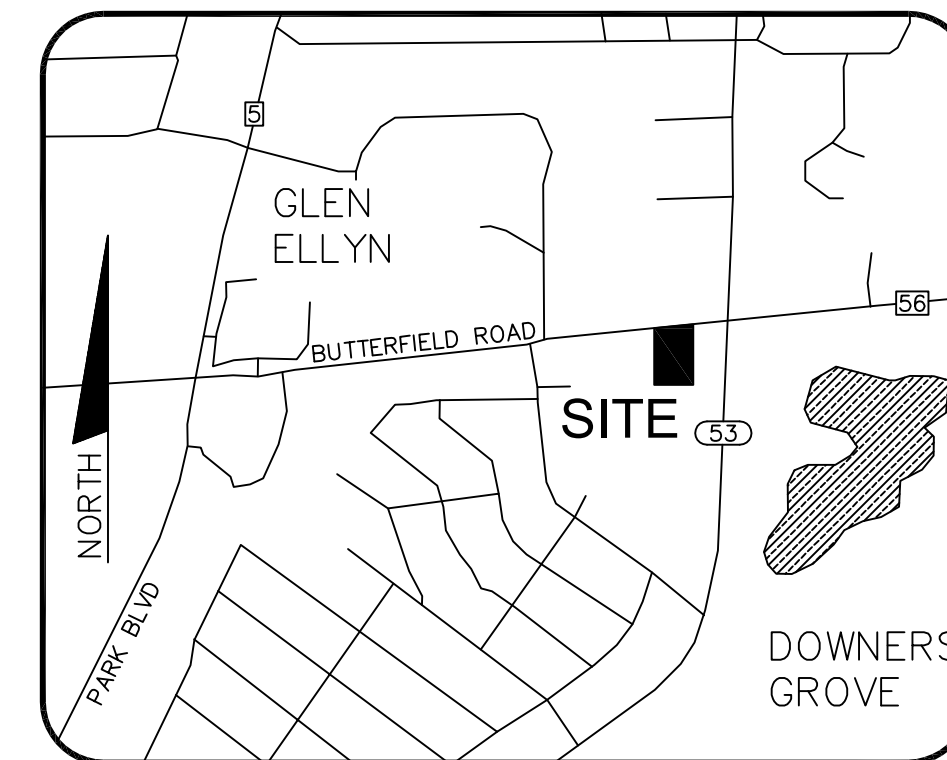
6 CEMETERY

THERE IS NO VISIBLE EVIDENCE OF CEMETERIES ON SUBJECT PROPERTY.

13 LAND AREA

55,072 SQUARE FEET
(1.26 ACRES)±

16 VICINITY MAP



NOT TO SCALE

17 SCALE

0 10 20 30 40
SCALE: 1"=20'

8 ZONING INFORMATION

SITE RESTRICTIONS:

ZONED: B-1 (LOCAL BUSINESS DISTRICT)
COUNTY OF DUPAGE PLANNING
DEPARTMENT (630)407-6700

SETBACKS

FRONT - 50' LIMITED ACCESS
SIDE - 20'
REAR - 20' NON RESIDENTIAL

HEIGHT - NONE
BULK - F.A.R. 0.2
ZONE - B-1

PARKING REQUIREMENT:

4 space per each 1,000 square feet of gross floor area, plus 5 reservoir parking spaces per each drive-in window.

10 BASIS OF BEARING

Bearings are based on The legal description as found in Schedule "A" First American Title Insurance Title Commitment No. NCS-401470-7IL-ATL dated June 17, 2009 a bearing of North 86 degrees 14 minutes 50 seconds West along the South right of way line of Butterfield Road.

11 SURVEYOR'S NOTES

- No observable evidence of earth moving work, building construction or building additions within recent months.
- No observable evidence of changes in street right of way lines completed, and available from the controlling jurisdiction and no observable evidence of recent street or sidewalk construction or repairs.
- No observable evidence of site use as a solid waste dump, sump or sanitary landfill.
- The property surveyed and shown is the same property as described in the referenced title commitment.
- There are no changes in street right of way lines either completed or proposed.
- There is no physical access to Butterfield Road.
- "All statements within the certification, and other references located elsewhere hereon, related to: utilities, improvements, structures, buildings, party walls, parking, easements, servitude's, and encroachments; are based solely on above ground, visible evidence, unless another source of information is specifically referenced hereon."

7 POSSIBLE ENCROACHMENTS

- Concrete drain pan encroaches west 1.0' onto adjoining property.
- Building encroaches a maximum of 6.9' over building setback line.
- Parking area encroaches into utility Easements.

9 LEGEND

- SET IRON ROD (I.R.)
- FOUND IRON ROD (I.R.)
- SANITARY MANHOLE
- EQUIPMENT ACCESS
- UNKNOWN MANHOLE
- ELECTRIC METER
- GAS METER
- TELE PEDESTAL
- CONCRETE
- TRAFFIC SIGNAL
- CONCRETE BOLLARD
- OVERHEAD ELECTRIC LINES
- FENCE
- GUARD RAIL
- NOT TO SCALE
- CENTERLINE
- PROPERTY LINE
- POINT OF BEGINNING
- POINT OF COMMENCEMENT
- RECORD DIMENSION
- MEASURED DIMENSION
- STORM
- MONITORING WELL
- AIR COND.
- LIGHT POLE
- POWER POLE
- CATCH BASIN
- PHONE BOOTH
- FILL CAPS
- GAS PUMP
- HANDICAP PARKING

ALTA/ACSM Land Title Survey

18 CLIENT INFORMATION BOX

This Work Coordinated By:



First American
Professional Land Services

1700 S. Broadway, Building E
Moore, Oklahoma 73160
(405) 378-5800 www.FirstAmPLS.com

Drwn By:	A. GRIFFIN	Date:	
Surveyor Ref.No:	209107.007	Revision:	
Aprvd By:	R. KOLEHOUSE	Date:	
Field Date:	07/07/09	Revision:	
Scale:	1"=20'	Date:	
		Revision:	

Prepared For:

BANK OF AMERICA

Client Ref. No: IL4-003 GLEN ELLYN SOUTH

Project Address:

22 W151 BUTTERFIELD ROAD

Project Location:

GLEN ELLYN, IL

Project Name:

BANK OF AMERICA WAVE 2 PART 2

Job Number:

09-06-070 :013

Surveyor Title Block

Williams & Works
engineers • planners • surveyors a tradition of service

616.224.1500 phone • 616.224.1501 facsimile
549 Ottawa Ave NW • Grand Rapids, MI 49503

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Sheet 1 of 1